

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES 1 77
2. CONTRACT NO.		3. SOLICITATION NO. N65540-03-R-0011	4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP)	5. DATE ISSUED 29 Apr 2003	6. REQUISITION/PURCHASE NO.
7. ISSUED BY NAVAL SURFACE WARFARE CENTER, CARDEROCK CODE 3351, STEPHEN ORCZEWSKI 5001 SOUTH BROAD ST. PHILADELPHIA PA 19112-1403		CODE N65540 TEL: 215-897-7062 FAX: 215-897-7902	8. ADDRESS OFFER TO (If other than Item 7) CODE See Item 7 TEL: FAX:		
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".					
SOLICITATION					
9. Sealed offers in original and <u>1</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in <u>Bldg. 4, Code 3351</u> until <u>16 00</u> local time <u>29 May 2003</u> (Hour) (Date)					
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.					
10. FOR INFORMATION CALL:	A. NAME STEPHEN ORCZEWSKI		B. TELEPHONE (Include area code) (NO COLLECT CALLS) 215-897-7062		C. E-MAIL ADDRESS orczewskism@nswccd.navy.mil
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OFFER (Must be fully completed by offeror)					
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.					
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.					
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)					
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):			AMENDMENT NO.	DATE	AMENDMENT NO. DATE
15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)		
15B. TELEPHONE NO (Include area code)	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>		17. SIGNATURE		18. OFFER DATE
AWARD (To be completed by Government)					
19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT		21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()				23. SUBMIT INVOICES TO ADDRESS SHOWN IN ITEM (4 copies unless otherwise specified)	
24. ADMINISTERED BY (If other than Item 7)		CODE	25. PAYMENT WILL BE MADE BY CODE		
26. NAME OF CONTRACTING OFFICER (Type or print)			27. UNITED STATES OF AMERICA (Signature of Contracting Officer)		28. AWARD DATE

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

SECTION B Supplies or Services and Prices

ITEM NO.	SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
0001	Integrated Logistic Support Services (509,600 hours)	1	LT	Est. Cost Fixed Fee Total CPFF	\$ _____
0002	Material	1	LT	NTE	\$1,350,000.00
0003	Travel	1	LT	NTE	\$1,350,000.00
0004	Technical Data IAW DD Form 1423	1	LT	NSP	NSP

NSP – Not Separately Priced, included in the cost of CLIN 0001

NTE – Not To Exceed

1.0 CONTRACT TYPE: This solicitation covers a proposed indefinite-delivery, indefinite-quantity, cost-plus-fixed-fee type contract, which provides for the issuance of delivery orders during the period from the date of award of the contract through five (5) years after date of award.

2.0 LEVEL OF EFFORT – COST TYPE CONTRACT

(a) The level of effort is based upon an anticipated total estimated level of effort of 509,600 man hours of direct labor.

(b) The estimated composition of 509,600 man hours of Direct Labor is as follows:

Labor Category	Year 1	Year 2	Year 3	Year 4	Year 5
Program Manager *	2080	2080	2080	2080	2080
Senior Engineer *	2080	2080	2080	2080	2080
Engineer *	8320	8320	8320	8320	8320
Project Engineer *	2080	2080	2080	2080	2080
Senior Engineering Technician *	31200	31200	31200	31200	31200
Engineering Technician	20800	20800	20800	20800	20800
Logistician *	8320	8320	8320	8320	8320
Quality Assurance Specialist	2080	2080	2080	2080	2080
Technical Illustrator	2080	2080	2080	2080	2080
Technical Writer	2080	2080	2080	2080	2080
Engineering Aide	2080	2080	2080	2080	2080
Systems Engineer	2080	2080	2080	2080	2080
Systems Analyst	2080	2080	2080	2080	2080
Program Analyst *	2080	2080	2080	2080	2080
Programmer *	2080	2080	2080	2080	2080
CAD/CAM Operator	4160	4160	4160	4160	4160
Typist	2080	2080	2080	2080	2080
Data Transcriber	4160	4160	4160	4160	4160
Total Hours	101920	101920	101920	101920	101920

* - designates Key Personnel

(c) The total number of man hours of direct labor (including subcontracted hours but excluding holiday, sick leave, vacation and other absence hours) anticipated to be ordered hereunder is estimated to be as specified in paragraph (a) above which quantity, as set forth herein or as expressly changed by formal modification thereto, is hereinafter referred to as "Estimated Total Hours." The quantity of man hours expended per month shall be commensurate with the effort ordered and the required delivery date of such effort.

(d) The contractor shall not be obligated to continue performance beyond the Estimated Total Hours, nor shall the Government be obligated to pay fee on any hours expended in excess of the Estimated Total Hours, provided, however, the Contracting Officer may at his/her election, require the contractor to continue to perform work in excess of the Estimated Total Hours until the estimated cost has been expended. Any hours expended in excess of the Estimated Total Hours (hereinafter "excess hours") shall be excluded from all fee computations and adjustments.

(e) It is understood and agreed that the rate of man hours per month may fluctuate in pursuit of the technical objective provided such fluctuation does not result in the utilization of the total man hours of effort prior to the expiration of the term thereof, and it is further understood and agreed that the number of hours of effort for any classification may be utilized by the contractor in any other direct labor classification, if necessary, in the performance of the work. If at any time during the performance under any resulting contract, the number of direct hours (not including "excess hours") utilized under this contract exceeds 85% of the total estimated hours, the contractor shall immediately notify the Contracting Officer of such circumstances.

(f) Nothing herein shall be construed to alter or waive any of the rights or obligation of either party pursuant to the clause hereof entitled "Limitation of Cost" and/or "Limitation of Funds."

3.0 LEVEL OF EFFORT – DELIVERY ORDER PERFORMANCE

It is understood and agreed that the number and the total dollar amount for each labor category specified in any delivery order issued under any resulting contract will be estimates only and shall not limit the use of hours or dollar amounts in any labor category which may be required and provided for under an individual delivery order. Accordingly, in the performance of any delivery order, the contractor shall be allowed to adjust the quantity of labor hours provided for within labor categories specified in the order, provided that, in so performing, the contractor shall not in any event exceed the ceiling price restrictions of any order, including modifications thereof.

4.0 DATA LINE ITEM – Not Separately Priced

All data shall be furnished in accordance with DD Form 1423, Exhibit A.

5.0 SUBMISSION OF OFFERS

As detailed in Section L, both a technical and cost proposal are required to be submitted as part of any offer in response to this solicitation. Offerors who are large business concerns are additionally required to submit a proposed Subcontracting Plan in accordance with Clauses 52.219-9, entitled "Small Business Subcontracting Plan (JAN 2002) Alternate II (OCT 2001)" and 252.219-7003, entitled "Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DOD Contracts) (APR 1996)" and, if applicable, the information required by Clause 52.244-2, entitled "Subcontracts (AUG 1998) Alternate I (AUG 1998). Offerors are advised of the requirements contained in Clauses 52.219-8, entitled "Utilization of Small Business Concerns (OCT 2000)," 52.244-2, entitled "Subcontracts (AUG 1998) Alternate I (AUG 1998)," and 52.244-5, entitled "Competition in Subcontracting (DEC 1996)," concerning proposed subcontracting. Offerors are required to furnish any information required by Clause 52.244-2 Alternate I as part of their offer and failure to provide this information may result in rejection of the offer.

6.0 TYPE OF CONTRACT

The Carderock Division, Naval Surface Warfare Center, Naval Ship Systems Engineering Station, (CDNSWC) Philadelphia, PA proposes to award an indefinite-delivery, indefinite quantity, cost-plus-fixed-fee type contract which provides for the furnishing of Integrated Logistic Support Services under Item 0001. In accordance with Clause 52.216-27, entitled "Single or Multiple Awards (OCT 1995)," the Government may make single or multiple contract awards. As detailed in Section M, award(s) will be made to the offeror(s) whose offer(s) are determined to represent the best value to the Government.

The labor hours shown above are estimates only and the actual hours to be ordered shall be set forth in delivery orders placed in accordance with Clause 52.216-18 entitled "Ordering, (OCT 1995)" hereof. The maximum value of services to be ordered shall be the Not-to-exceed ceiling price of the resulting contract. The minimum value of services to be ordered pursuant to the Clause 52.216-22 entitled "Indefinite Quantity, (OCT 1995)" hereof shall be \$200,000.00.

Except as provided for in FAR paragraph 16.505(b)(2), awardees shall be given a fair opportunity to be considered for each order to be placed under any resulting contract(s). Past performance, quality of work and deliverables, cost control, cost or other relevant factors shall be used as criteria to provide multiple awardees a fair opportunity to be considered for each order. Each awardee need not be contacted prior to the issuance of an order if the contracting/ordering officer has sufficient information available to consider each awardees's ability to perform. All orders shall be issued by CDNSWC-SSES, Philadelphia, and will contain the date of order, contract number and delivery order number, description of the scope of work to be accomplished, material and travel costs and estimated level of effort (labor hours), estimated cost plus fixed fee, performance date, place of performance, accounting/appropriation data and any other pertinent information. Refer to Clause CAR-I17.

The Support Cost covered by Items 0002 and 0003 are for material, travel and incidental subcontracting not covered by the labor categories set forth above provided by the contractor in support of the services described in the statement of work contained in Section C. The contractor shall be reimbursed for all allowable and allocable costs incurred under these items and its material handling and/or G&A expense rate. The Not-To-Exceed Cost shown in the schedule for Item 0002 is inclusive of any material handling and/or G&A Expense. Offerors are required to identify their estimated proposed material handling and/or G&A Expense rate below. This rate will be included in the cost realism analysis to be performed by the Government. No fee will be allowed for any Support Costs. The proposed material handling and/or G&A Expense rate is _____ (Offeror to insert applicable percentage).

7.0 KEY PERSONNEL

The following labor categories are designated as Key Personnel: Program Manager, Senior Engineer, Engineer, Project Engineer, Senior Engineering Technician, Logistician, Program Analyst and Programmer. Any substitution of key personnel shall be made in accordance with the provision entitled "Substitution or Addition of Key Personnel (JUN 1996)(NSWCCD) in Section I.

8.0 GOVERNMENT-FURNISHED PROPERTY

Any Government-furnished property shall be identified in delivery orders issued under the resulting contract.

SECTION C Descriptions and Specifications

Statement of Work for Integrated Logistics Support Services

1. SCOPE

This statement of work establishes the level of effort required for the furnishing of integrated logistics support services for Hull, Mechanical and Electrical (HM&E) technical data development, maintenance and management. This support requires the contractor to provide technical data packages and other data support, technical data conversion, distribution of technical data, management of technical data, miscellaneous technical data systems support, data protection, general support of joint logistics products and processes, and the design development, testing and fielding support of joint technical data integration. The overall effort is in support of the Operational Sequencing System, Technical Manual, Planned Maintenance System/Class Maintenance Plan, and Supply Support.

2. REFERENCES AND ENCLOSURES**I. References**

- (a) MIL-P-24534A PMS Development Specification dated 7 May 1985
<<http://www.ftscpac.navy.mil/Dept400/401COPY/RefDocs/c-2-2-4.pdf>>
- (b) EIA Standard 649 <<http://www.geia.org/836>>
- (c) MIL-PRF-49506 dated 11 Nov 1996 Logistic Management Information
<<http://dodssp.daps.mil>>
- (d) MIL-HBK-502 dated 30 May 1997 <<http://dodssp.daps.mil>>
- (e) Provisioning, Allowance & Fitting Out Support (PAFOS) Manual, Chapter 4
<[http://www.nslc.navsea.navy.mil/nslcprod/pafos.nsf/current/A4/\\$file/Chapter4.doc](http://www.nslc.navsea.navy.mil/nslcprod/pafos.nsf/current/A4/$file/Chapter4.doc)>
- (f) Navy Cals DTD repository <<http://navysgml.dt.navy.mil/repository.html>>
- (g) MIL-DTL-81927C, dated 26 Nov 1997, Manuals, Technical: General Style And Format Of (Work Package Concept) <http://astimage.daps.dla.mil/quicksearch>
- (h) MIL-STD-38784(1), dated 1 Dec 2000, Standard Practice for Manuals, Technical: General Style and Format
<<http://astimage.daps.dla.mil/quicksearch>>
- (i) MIL-PRF-87269A dated 15 Aug 2000, Data Base, Revisable - Interactive Electronic Technical Manuals
<<http://astimage.daps.dla.mil/quicksearch>>
- (j) NAVSEA C2 DTD <<http://navysgml.dt.navy.mil/repository.html>>
- (k) EOSS DTD <<http://navysgml.dt.navy.mil/repository.html>>
- (l) MIL-DTL-24784 Manuals, Technical: General Acquisition and Development Requirements
<<http://astimage.daps.dla.mil/quicksearch>>
- (m) S0005-AA-PRO-010/TMMP: NAVSEA/SPAWAR TMMP Operations and Life Cycle Support Procedures <<http://nsdsa.phdnswc.navy.mil/tmmp/tmmp-documents.asp>>

- (n) S0005-AA-GYD-030 Guide for User Maintenance of NAVSEA Technical Manuals
<<http://nsdsa.phdnswc.navy.mil/tmmpltmmp-documents.asp>>
- (o) S0005-AA-GYD-070 Guide for Quality Assurance of NAVSEA Technical Manuals
<<http://nsdsa.phdnswc.navy.mil/tmmpltmmp-documents.asp>>
- (p) S0300-AX-GYD-010 Hull, Mechanical and Electrical Equipment/Systems
Technical Manual Production and Style Guide
<<http://nsdsa.phdnswc.navy.mil/tmmpltmmp-documents.asp>>
- (q) S0005-AD-PRO-010 Interactive Electronic Technical Manuals (IETM) Process Plan
<<http://nsdsa.phdnswc.navy.mil/tmmpltmmp-documents.asp>>
- (r) PMS DTD <<http://navysgml.dt.navy.mil/repository.html>>
- (s) EOSS development handbook <<http://eoss.navsses.navy.mil>>
- (t) ATIS Compatibility Testing Procedures
<<http://nsdsa.phdnswc.navy.mil/tmmpltmmp-documents.asp>>

II. Enclosures

- (1) SL790-AC-SPN-010 /CMP, Class Maintenance Plan (CMP)
- (2) Directions for Preparing Responses to PMS Technical Feedback Reports

3. REQUIREMENTS

The contractor shall furnish services and products in support of the following programs:

- ? Operating Sequencing System (OSS)
- ? Technical Manuals (TMs)
- ? Planned Maintenance System/Class Maintenance Plan(PMS/CMP)
- ? Supply Support

3.1 TASK AREAS

Task areas requiring contractor support are defined.

3.1.1 Operating Sequencing System (OSS)

The purpose of OSS is to provide US Navy shipboard engineering personnel with technically correct, logically sequenced written procedures, charts and diagrams tailored to each ship's specific configuration. OSS dictates the procedures to be followed to complete major plant status changes. The use of OSS ensures proper system and equipment operation and minimizes damage to equipment and injury to personnel.

3.1.1.1 Develop OSS

Generate Operating Sequencing System (OSS) for selected HM&E ship systems. Specific guidance is contained in the EOSS development handbook and the prototype package, which will be cited in the delivery order.

3.1.1.2 Update OSS

Revise OSS to reflect the following:

- a. Authorized ship alterations installed during depot maintenance periods or equivalent. During the maintenance periods, shipboard configurations will be modified; Ship checks are conducted in order to validate changes to EOSS procedures due to these modified alterations.
- b. Approved Procedure Changes (APCs) issued by letter by NSWCCD SSES.
- c. Changes in response to OSS feedbacks and NAVSEA (Naval Sea Systems Command) advisories.

3.1.2 Technical Manuals (TMs)

The TM branch supports the US Navy Fleet by providing services as the Technical Manual Maintenance Activity (TMMA) for approximately 15,000 NAVSEA HM&E technical manuals. Services include developing, updating and maintaining of paper legacy TMs and interactive hypertext linked to TMs. The Interactive Electronic Technical Manuals (IETM) are currently distributed on CD-ROMS and placed on servers for viewing by ship and shore activities via secured sites.

3.1.2.1 Develop TMs

Develop Interactive Electronic Technical Manuals (IETM) and hardcopy TMs for selected HM&E ship systems. Paper TMs will be developed using the appropriate references delineated in paragraph 2. IETMs may be developed by authoring in SGML or by sharing of SGML content from already developed SGML tagged TMs. The government will determine the class of IETM development necessary as delineated in paragraph 2, reference (t). Paragraph 2, references (l) through (p) will be used for IETMs. For each TM task, the Government will furnish the Contractor with the latest TMCR to identify what is required. Specific TM and IETM guidance is contained in but not limited to guidance found at <<http://nsdsa.phdnswc.navy.mil/>>. NSWCCD-SSES internal procedures will be furnished as required.

3.1.2.2 Update/Maintain TMs

- ? Revise and change IETMs and hardcopy TMs to reflect TM feedbacks (TMDERs) NAVSEA/NSWCCD advisories and trip reports, hardware configuration changes resulting from alteration installations, and improvement and standardization programs via paper or electronically.
- ? Convert paper copies of TMs to SGML files, as required, using the latest or required version of the NAVSEA C2 DTD that may be viewed at <<http://navysgml.dt.navy.mil/repository.html>>. The Contractor shall use the latest version of ArborText to edit the SGML files if required, publish using NAVSEA Publishing System and provide a linked PDF file.
- ? Update SGML files using the latest version of ArborText editor to reflect issued TM changes. All updates shall be performed using the NSWCCD-SSES JCALS server and modifying the instance or instances of the SGML file required.
- ? Perform and track data collection efforts for items such as TMs and logistic support technical documentation. Duplication of thousands of data items is required. Sources for data collection of TMs will be identified as GFI.
- ? Develop drawings and illustrations on Computer Aided Design (CAD) networks that are compatible with Navy computer aided logistic support (CALS) requirements. Develop other drawings using industry standard drafting techniques.
- ? Develop and prepare correspondence to TMDER originators as required by delivery orders.

3.1.3 Planned Maintenance System/Class Maintenance Plan (PMS/CMP)

The PMS/CMP program is used throughout the US Navy Fleet to maintain the reliability of installed equipment by providing maintenance procedures for shipboard equipment. This program provides support as in-service-engineering authority for HM&E shipboard systems, and is responsible for the technical content of PMS/CMP procedures for shipboard equipment.

3.1.3.1 Develop PMS/CMP

Develop Planned Maintenance System(PMS) Maintenance Index Pages (MIPs) and Maintenance Requirements Cards (MRCs) using New PMS Editor (NPE) for HM&E ship systems. Develop Class Maintenance Plan (CMP) tasks for HM&E ship systems. PMS specific guidance is contained in, but is not limited to the following:

- MIL-P-24534A PMS Development Specification dated 7 May 1985
- CMP specific guidance is contained in NAVSEA Tech Spec SL790-AC-SPN-010 /CMP, Class

Maintenance Plan (CMP) preparation for surface ships.

3.1.3.2 **Update PMS/CMP**

Update PMS/CMP (using NPE for PMS) in accordance with the following:

- Directions for Preparing Responses to PMS Technical Feedback Reports
- MIL-P-24534A PMS Development Specification dated 7 May 1985
- NAVSEA Tech Spec SL790-AC-SPN-010/CMP, Class Maintenance Plan (CMP) preparation for surface ships.

3.1.4 **Supply Support**

The Supply Support program provides services as NAVSEA's primary Technical Support Activity (TSA) for HM&E equipment and systems on board US Navy ships. TSA responsibilities include review and approval of Provisioning Technical Documentation (PTD) for new construction and overhaul programs, processing of engineering technical referrals from Defense Logistics Agency (DLA) and NAVICP-M.

3.1.4.1 **Develop Supply Support**

Develop Provisioning Technical Documentation (PTD), supply support and related documentation for new construction and overhaul programs for HM&E ship systems and equipment in accordance with the following specifications:

- Provisioning, Allowance & Fitting Out Support (PAFOS) Manual, Chapter 4
- MIL-PRF-49506 dated 11 November 1996 Logistic Management Information
- MIL-HBK-502 dated 30 May 1997 Acquisition Logistics.

3.2 **TASKS**

The tasks required to be performed by the contractor, in support of the requirements, and as described in paragraph 3.1 (Task Areas), are to provide technical data package and other data support, technical data conversion, distribution and management of technical data, miscellaneous technical data systems support, data protection, general support of joint logistics products and processes, and the design development, testing and fielding support of joint technical data integration.

3.2.1 **Technical Data Package and Other Data Support.**

3.2.1.1 As specified by the delivery order, the Contractor shall be required to prepare a data package to meet the requirements of the delivery order. The Contractor shall review Government furnished technical data and verify completeness, identify missing or incomplete data, and bring drawing standards into compliance with the requirements of the delivery order. The Contractor shall recommend specifications, performance thresholds, suitable military specifications of components in the Navy supply system, methods of testing, cleaning, inspection, and packaging to meet the specifications of the delivery order and provide the Government with the rationale for making such recommendations. If deemed necessary by the Government, the associated equipment will be supplied to the Contractor, as Government Furnished Equipment (GFE), to enable him to complete the task to the requirements specified in the delivery order. Before acceptance by the Government, the technical data package shall meet the criteria specified by delivery order.

3.2.1.2 As specified by delivery order, the Contractor shall review technical data packages (furnished as Government Information (GFI)) for technical accuracy, prepare subsequent changes for inclusion to the technical data package, make recommendations for changes with supporting rationale, and upon approval by the Government, incorporate the changes in the technical data package. The Contractor shall evaluate the changes for their immediate or potential impact upon the data package. Delivered data packages shall comply with the requirements specified by

the delivery order. A delivery order may require that a specific application software package be used to generate the data (e.g. AutoCAD, ISO Draw, Content@, Interleaf, AdeptEditor or Arbortext). It may require compliance with the Continuous Acquisition and Logistics Support (CALS) initiative, with the data to be delivered in one or more of the following formats: Standard Generalized Mark-up Language (SGML), Initial Graphics Exchange Specification (IGES), Computer Graphics Metafile (CGM), or International Consultative Committee on Telegraphy and Telephony (CCITT-4) and it may require the data to be delivered on tape or CD-ROM medium. The contractor shall also be able to scan existing manually prepared drawings and specifications, and perform change maintenance utilizing computer aided drafting software. The contractor shall have the capability to deliver the data files as intelligent databases and/or viewing files as specified in the delivery order.

3.2.1.3 The Contractor shall have the ability to obtain approved access to JCALS <<https://nvsslweb.navsses.navy.mil/>> and Technical Data Management Information System <<http://nsdsa.phdnswc.navy.mil/>>. The contractor will be required to access NSWCCD-SSSES Technical Data servers and obtain the latest version of ArborText editing software. The Contractor must have a high speed broadband Internet access at all locations/offices.

3.2.1.4 As specified by delivery order, the Contractor shall utilize GFI to prepare technical documentation to support various systems and programs. This documentation shall include, but will not be limited to engineering systems user guides, application notes, installation drawings and checkout procedures, technical directives, and technical bulletins. The Contractor shall ensure that the resulting documentation is accurate and complies with the technical source information. The original source data may not be in the format required for the final product specified by the delivery order.

3.2.1.5 As specified by the delivery order, the Contractor shall review and provide comments on technical data packages for associated product reproducibility in accordance with delivery order. The Contractor shall examine the technical data packages for compliance with part specifications, dimensioning and tolerancing, manufacturing processes, quality assurance procedures (including tests and inspections), proprietary parts or processes, and drawing practices as specified by the delivery order.

3.2.1.6 As specified by delivery order, the Contractor shall review technical data packages describing configuration items acquired by the Government. The Contractor shall provide the requisite engineering expertise to review these technical data packages to determine their acceptability to the Government. This determination of acceptability by the Contractor shall assess the accuracy and adequacy of the technical data package, its compliance with specified requirements, its suitability for the purpose of the classification specified by the Government, and that it meets the requirements of the specified classification of the delivery order. The Contractor, as specified by the delivery order, shall take into consideration the equipment life-cycle cost, mission, contract requirements, and other data provided as GFI in conducting the review. The Contractor shall identify and document any aspects of the technical data package not meeting Government requirements and shall document the rationale for all determinations made on the issues listed above or as otherwise listed by the delivery order.

3.2.1.7 As specified by the delivery order, the Contractor shall prepare and deliver a plan with inspection procedures and acceptance criteria for technical data package inspections to meet the applicable provisions of the delivery order and provide supporting rationale for each inspection and acceptance element.

3.2.1.8 Engineering Drawings and Associated Lists. As specified by the delivery order, the Contractor shall prepare or modify engineering drawings and associated lists to meet the requirements of the delivery order. The Government will provide, as GFI, change descriptions, drawing originals, models, or rough-draft sketches. Delivery orders will specify the required format of the drawings. Prior to delivering completed drawing packages, the Contractor shall inspect each new or modified drawing to ensure compliance with delivery order.

3.2.1.9 Specifications and Standards. As specified by the delivery order, the Contractor shall prepare, modify, or review specifications or standards. As specified by the delivery order, the Contractor shall review top level specifications prepared for system procurements. The Contractor shall analyze the Government's operational system requirements and compare the requirements to requirements specified in the delivery order. Any differences (omissions or inclusions) shall be submitted as a report to the Government. Assumptions and rationale supporting

the findings shall be included. The Government will provide, as GFI, change descriptions, drawing originals, models, or rough draft. Delivery orders will specify the required format of the specifications or standards. Prior to delivering completed specifications or standards, the Contractor shall inspect each new or modified specification or standard to ensure compliance with delivery order.

3.2.1.10 The contractor shall provide technical data package disclosure classification assessment of data requested under the Freedom of Information Act (FOIA) program.

3.2.1.11 The contractor shall provide curriculum and training in the areas of technical data and related configuration management activities.

3.2.1.12 Provide support to Government configuration audit teams, by verifying and documenting that Configuration Items (CI) and their configuration identification are accurate, complete (according to specified requirements), adequate to establish the product baseline, and compatible with the next higher level design documentation. Discrepancies and recommended corrective actions shall be documented according to procedures established by the audit team and submitted to the Government with the Contractor's justification for recommendations and evaluations. The contractor shall support the configuration verification and audit process which includes but is not limited to the following areas:

- ? Configuration verification of the initial configuration of a CI, and the incorporation of approved engineering changes, to assure that the CI meets its required performance and documented configuration requirements
- ? Configuration audit of configuration verification records and physical product to validate that a development program has achieved its performance requirements and configuration documentation or the system/CI being audited is consistent with the product meeting the requirements.
- ? The contractor shall conduct configuration audits and/or inspections to ensure conformance to and/or validation of specifications, drawings and associated lists, product data management information and reference documents which define and/or document the characteristics of the item.

3.2.1.13 Review and evaluate change proposals for impact to technical data packages, including drawing packages, specifications, associated technical documentation, product data management information and related program concerns.

3.2.2 Technical Data Conversion

The contractor shall accomplish conversion of data of various types (e.g., technical manuals, engineering drawings, program data, etc.) to other formats as defined in individual delivery orders described in this Statement of Work (SOW).

1. A delivery order may require that a specific application software package be used to generate the data (e.g. AutoCAD, ISO Draw, Content@, Interleaf, AdeptEditor or Arbortext). It may require compliance with the Joint Continuous Acquisition and Logistics Support (JCALS) initiative, with the data to be delivered in one or more of the following formats:

A. Standard Generalized Mark-up Language (SGML)/Extensible Markup Language (XML).

Applicable specifications and Document Type Definitions (DTDs shall be specified in individual delivery orders). Selected DTDs may include, but are not limited to:

- ? MIL-DTL-81927C, dated 26 Nov 1997, Manuals, Technical: General Style And Format Of (Work Package Concept)
- ? MIL-STD-38784(1), dated 1 Dec 2000, Standard Practice for Manuals, Technical: General Style and Format
- ? NAVSEA C2 DTD
- ? MIL-PRF-87269A dated 15 Aug 2000, Data Base, Revisable - Interactive Electronic Technical Manuals

? EOSS DTD

? PMS DTD

A. Initial Graphics Exchange Specification (IGES)

B. Computer Graphics Metafile (CGM)

C. CALS Type IV

D. Portable Document Format (PDF)

2. Delivery media (e.g., floppies, CD-ROM, FTP, etc.) will be specified in delivery orders.

3. The Contractor shall prepare the data/media (either active or historical) for data conversion (e.g., hard copy to microfiche, drawings to microfiche, paper to digital, etc.) and process for conversion.

4. The contractor will perform an analysis of technical data including its format and content, rapidity of change, data usage, longevity of data over the program life cycle, and relationship of data to other data elements. The contractor will make recommendations to the government, based on the above criteria, concerning the type of format most appropriate for the data.

5. Conversion efforts shall include 100% quality assurance of converted products for their intended purpose. Specific levels of quality assurance will be specified in each delivery order.

6. The contractor will provide engineering drawing conversion by converting drawings and associated documentation from existing hardcopy formats to more advanced electronic formats and levels such as; but not limited to the following:

Level 1, Raster Image: A scan of the original hardcopy drawing.

Level 2, Raster Image plus Cleanup: Contains Level 1 output enhanced by cleanup and deskewing. Removal of unwanted entities from the original and squares the drawing.

Level 3, Converted File: Conversion of file format type to another file format type (ex. TIFF converted to PDF)

Level 4, Automatic Vectorization: Converts the drawing to a vector representation of the raster scan, creating files that can be loaded into a CAD system for editing. Layers can be created.

Level 5, Text plus Auto Vectorization: Contains Level 4 output which is enhanced by ASCII text replacing the automatically vectorized text. Text and dimensions are now recognized as text rather than vector data and can be edited. The legibility is significantly improved.

Level 6, Enhanced Vectorization: Level 6 adds intelligence to the drawing by cleaning up the vector quality. Circles, arcs, and other geometry are true and precise geometrics. Lines are continuous and layered. Objects are clear and orthogonally correct.

Level 7, CAD Perfect: Level 7 results in a specified CAD perfect file. Video tracing or direct CAD redraw are two processes that produce this level of conversion. All entries are dimensionally and orthogonally correct with fully editable vectors and text. Layers, blocks, symbols, line types and current ANSI standards are incorporated.

Level 8, CAD to CAD conversion: The conversion of one CAD application file to another application file. An

example would be to convert a CADKEY file to AutoCAD.

Level 9, 2 Dimensional (2D) CAD Perfect Level 7 application file, to 3 Dimension (3D) Definition Model. Configuration geometry shall be modeled as full-scale (1:1) solid, surfacing or 3D wireframe techniques. The 3D definition techniques shall vary according to the type of part/assembly being presented for conversion. Data delivered to the Government will be indexed in accordance with the Engineering Drawing Conversion specification contained in Attachment B-1 of the Statement of Work.

7. Document and Image Processing. As specified by delivery order, the Contractor shall scan into databases (digital, CD-ROM, etc.) management and engineering documents furnished by the Government. If a government furnished system is not available, the Contractor shall provide a data retrieval system to locate and reproduce the original documents. Written operating instructions or desk book procedures may be provided with the delivery order.

3.2.3 Technical Data Distribution

The following tasks may be required in support of technical data distribution as defined in individual delivery orders.

1. Contractor shall support the distribution, initial outfitting, and supply of technical data (including technical directives). Through maintenance of user profiles and organizational account data, the contractor shall determine access and distribution requirements (including correct format, media and quantity) for all technical data products in accordance with distribution statements. Contractor shall maintain history, status, and meta-data applicable to technical data. The data shall be administered and capabilities provided for ad hoc reporting, queries, sorts, etc.
2. Based on user functional requirements, the contractor shall recommend the most effective delivery method for the technical data and appropriate media.
3. Contractor shall maintain an accurate and up to date file of activity's requirements for automatic distribution and order/requisition documents for DOD and commercial sources.
4. The contractor shall support customer requests for data whether online access, softcopy, or hardcopy distribution or a combination.
5. Contractor shall provide both research and support in the management and maintenance of documentation databases and the processing of initial outfitting and requisition processing. Review specified records to determine irregularities and take appropriate corrective actions accordingly.

3.2.4 Technical Data Management

The Contractor shall provide technical data management support in accordance with requirements set forth in delivery orders. These tasks encompass all aspects of the data management discipline. The Contractor shall work within the processes established by the Government to manage the configuration of data. The workflow will encompass four progressive status categories of digital data files.

- Working data, where the data is under the originator's control only
- Released data, where the working data has been approved by the Government has been released for its intended use, and is now subject to configuration control procedures
- Submitted data, where released data has been formally submitted to the Government for approval
- Approved data, where submitted data has been approved for its intended use by the Government

1. Data Identification. As specified by delivery order, the Contractor shall conduct an analysis of contracts and SOWs to identify and document potential data requirements. The Contractor shall request data requirements from all program participants via data call, compile received data requirements, participate in data requirements reviews, and prepare final data requirements lists. The Contractor shall prepare draft technical data requirements (including Contract Data Requirements Lists (CDRLs) and Data Item Descriptions (DIDs)), as specified in the delivery order.

2. Data Acquisition.

- A. As specified by delivery order, the Contractor shall review delivered data items for form, content, adherence to schedule, correct distribution, and compliance with the CDRLs and DIDs. The Contractor shall provide analyses and written recommendations, with supporting evidence for the recommendations, regarding Government acceptance of these deliverables, taking into consideration requirements provided as GFI. The Contractor may be required to accomplish this review and evaluation at the vendor's facility and prepare all documentation in accordance with specifications identified in the delivery order. The Contractor shall provide technical services necessary to transition master documentation from hardware contractors or other Government activities.
- B. The contractor shall participate in actions required to define digital data for delivery to or access by the Government in general, and for configuration management data in particular. With interactive access, the emphasis is on Government access to contractor maintained databases.
- C. The contractor shall apply configuration management principles to ensure the integrity of digital representations of product information and other data and enhance good data management practice. The concepts are described, as follows, based on elements and principles expressed in EIA Standard 649:
 - Document identification
 - Data status level management
 - Data and product configuration relationships
 - Data version control & management of review, comment, annotation, & disposition
 - Digital data transmittal
 - Data access control.

3. Data Tracking. As specified by delivery order, the Contractor shall receive and record data on both management and engineering documents. The Contractor shall be responsible for the maintenance of the data management tracking system as specified in the delivery order.

4. Technical Data Maintenance. As specified by delivery order, the Contractor shall maintain data status changes in configuration and data management systems such as, but not limited to, Configuration and Data Management Support System (CADMSS), Configuration and Data Satellite (CADSAT), AUTOSERD, or SERMIS. The Contractor shall receive, record, and input GFI documents, verify the data inputs, and return the documents for Government disposition. For existing systems, written operating instructions or desk book procedures may be provided with the delivery order. The Contractor shall attend working sessions to resolve problems in the areas of maintenance and operation of data management systems.

5. The contractor shall provide support to ensure that technical data access is provided in a timely manner and to ensure that it is accurate data for the customers. This support includes the evaluation and status of current technical data, and assistance in the identification, evaluation and purification of the "master" technical data.

6. The contractor shall assess life cycle logistics, technical, and production data pertinent to US Navy shipboard engineering systems, subsystems, components, equipment and support equipment. Prepare recommendations for incorporation into Management Information Systems that will accommodate on-line access and cross referencing of related information. Recommendations shall be consistent and compatible with approved NAVSEA hardware/software applications.

7. The contractor shall provide detailed information that adequately defines the proposed acquisition strategy and establishes a basis for an effective TDP management program.

8. The contractor shall conduct logistics review group audits focused upon the technical data process.

3.2.5 Miscellaneous Technical Data Systems Support

The contractor may be required to provide professional and technical system support services in the form of, but not limited to systems administration, system analyses, solution development and implementation, software and networking support to all equipment and technical data systems.

3.2.6 Data Protection

This effort is to ensure that NAVSEA properly protects, discriminates and labels data, once it is procured and accepted, in accordance with National Security Policy and Federal Regulations. Services are required to provide subject matter expert guidance, support, and technical direction to programs and/or facilities in such areas of data disclosure, classification, distribution statements, rights in data, access and integrity. Services are also required to ensure that the data acquired by the government to support Logistics, Fleet Operations, and maintenance function is protected. These services include, but are not limited to, the following tasks.

1. Data Integrity Risk Assessments, Evaluations, Audits, and Testing: The contractor shall provide support for the performance of Data Integrity risk assessments, evaluations, audits, and testing of Navy, DoD, and Government facilities, systems hardware and software. The contractor shall support the Navy, DoD, and Government activities in the identification and evaluation of Data Integrity vulnerabilities of Navy, DoD, and Government facilities, systems hardware, and software. The contractor shall audit, test and evaluate the physical security of Navy, DoD, and Government facilities including those used for secure data processing, signal processing, and communications. The contractor shall utilize data from the performance of risk analyses and assessments to develop, test and implement Government approved Security Risk Management Plans for Navy, DoD, and Government systems. The contractor shall identify, gather, and compile Data Integrity risk data for the development, testing and implementation of Government approved System Security Plans for Navy, DoD, and Government systems.

2. OPSEC, COMSEC, and SIGSEC Program Planning and Development: The contractor shall provide support for Data Integrity implementation in Operations Security (OPSEC), Communications Security (COMSEC), and Signal Security (SIGSEC), and the associated Security Policy for Navy, DoD, and Government facilities, systems, hardware and software. The contractor shall support the development of Navy, DoD, and Government OPSEC, COMSEC and SIGSEC hardware, software, and documentation including policy statements, instructions, directives, and handbooks. The contractor shall review OPSEC, COMSEC and SIGSEC requirements for Navy, DoD, and Government facilities and programs and support the development and preparation of required efforts to protect technical data. The contractor shall help identify Navy, DoD, and Government OPSEC, COMSEC and SIGSEC threats, vulnerabilities and countermeasures. The contractor shall develop and maintain an inventory of security resources including hardware, software, and documentation used on various Navy, DoD, or Government programs. The contractor shall develop and maintain a database that will be used to assist in planning, budgeting, and tracking the acquisition and implementation of Data Integrity resources for major Navy, DoD, and Government acquisition programs. The contractor shall support the development of an overall Data Integrity Awareness Programs for Navy, DoD, and Government programs. The contractor shall help identify the logistics support and financial requirements for the implementation of Navy, DoD, and Government Data Integrity Awareness policy.

3. Acquisition Systems Data Protection Support: The contractor shall provide support for the implementation of Acquisition Systems Data Protection Support on Navy and DoD programs. The contractor shall develop and submit for approval Acquisition Program Protection Plans (PPPs) for the security of Navy and DoD acquisition program data. The contractor shall gather, assimilate, and analyze the information required for the development of Acquisition Program Protection Plan. The contractor shall help identify Navy and DoD system sensitive technologies and unique system features to counter foreign intelligence services (FIS) collection efforts and unauthorized disclosure of sensitive data/technologies. The contractor shall review Navy and DoD Foreign Military Sales (FMS) programs to help identify and evaluate technology. The contractor shall identify resources including personnel, equipment, facilities, and funding required in each acquisition phase for providing the level of protection proposed in the Acquisition Program Protection Plan. The contractor shall examine security classification guides, technology assessment and control plans, and delegation and disclosure authority letters to help ensure compliance with Acquisition Program Protection Plans. The contractor shall develop and maintain a database that will be used to assist in planning and tracking the requirements for the development of Acquisition Program Protection Plans and OPSEC Plans for Navy and DoD acquisition programs. The contractor shall perform all logistics and financial

analyses necessary for the definition of acquisition program data protection requirements including the development of Acquisition Program Protection Plans and make recommendations based thereon.

4. Automated Information System (AIS) Security Evaluation Support: The contractor shall provide support for the implementation of Automated Information System (AIS) Security evaluation Support for Navy, DoD, and Government AIS, hardware and software. The contractor shall support the Navy, DoD, and Government activities in the evaluation of security vulnerabilities of Navy, DoD, and Government Automated Information Systems including all hardware and software. The contractor shall evaluate the effectiveness and provide recommendations for access control methodologies, hardware, and software for Navy, DoD, and Government Automated Information Systems and network resources protecting corporate data. The contractor shall evaluate the vulnerability and integrity of Navy, DoD, and Government Automated Information Systems, data and networks to software and network viruses and worms. The contractor shall utilize security integrity models to evaluate the vulnerability of Navy, DoD, and Government Automated Information Systems data, networks, and software. The contractor shall evaluate the design structure of Navy, DoD, and Government system software for data integrity and security vulnerabilities using Computer Aided Software Engineering (CASE) technology. The contractor shall develop, evaluate and make recommendations to maintain the adequacy of Navy, DoD, and Government facility Contingency Plans and Disaster Recovery Plans. The contractor shall support the implementation of Computer Security Certification and Accreditation of Navy, DoD, and Government Automated Information Systems (AIS) and Network systems. The contractor shall develop and maintain a database that will be used to identify and track data integrity and security events or incidents that have been logged and identified on Navy, DoD, and Government AIS. The contractor shall support the planning and implementation of information security operations performed by an authorized Computer Emergency Response Team (CERT) on Navy, DoD, and Government AIS assets. The contractor shall evaluate the level of damage caused by information security incidents relating to data integrity incidents and define technical, operational, and financial requirements for the restoration of AIS operations and data and the elimination of identified vulnerabilities.

5. Automated Information System (AIS) Data Integrity Planning Support: The contractor shall provide support for the implementation of AIS Data Integrity Planning Support for Navy, DoD, and Government AIS, hardware, and software. The contractor shall support the development of Navy, DoD, and Government AIS Data Integrity hardware, software, and documentation including policy statements, instructions, directives, and handbooks. The contractor shall define Navy, DoD, and Government Data Integrity vulnerabilities and countermeasures for Automated Information Systems. The contractor shall identify Navy, DoD, and Government system threats in the area of Information System Data Integrity. The contractor shall support the development of AIS Data Integrity Awareness Programs for Navy, DoD, and Government programs and facilities. The contractor shall define the logistics support and financial requirements for the implementation of AIS Data Integrity policy for Navy, DoD, and Government organizations. The contractor shall identify, gather, and compile the required data for the development and implementation of Navy, DoD, and Government system and facility Contingency Plans and Disaster Recovery Plans. The contractor shall develop and submit for approval required System Data Integrity Plans for Navy, DoD, and Government systems.

6. Data Integrity Curriculum Development and Training: The contractor shall provide support for the development and implementation of Navy, DoD, and Government Data Integrity Training Courses, Media, Interactive Courseware (ICW), and Computer Based Training (CBT). The contractor shall investigate and identify the Manpower and Training (MPT), logistics support, training technology, training media, resource, schedule, and cost requirements for the development and presentation of Data Integrity training courses. The contractor shall support instructional system development for Data Integrity training courses based on conventional presentation media, computer based training. The contractor shall develop required training documentation, training aids, and special media including interactive courseware for Data Integrity training courses. The contractor shall develop training course outlines, training schedules, and training plans for the presentation of training courses. The contractor shall review, evaluate, and provide recommendations for any required modifications to existing Data Integrity training courses. The contractor shall plan, organize, coordinate, and present Data Integrity training courses for Navy, DoD, and Government personnel.

3.2.7 General Support of Joint Technical Products and Processes

Code 94 is charged to plan and direct the transition of Defense technical data management from the migratory stovepipe systems to a fully-interoperable, open, logistics integrated data product environment (IDPE). This effort will require research and preparation of required system acquisition and management documentation, along with associated briefing materials, point papers and reports. The Contractor shall provide analyses of existing business processes and development of schema to evolve these processes to the digital environment; develop case study reports; maintain management action reporting records and prepare point papers, concept papers, and analyses of technical topics related to Navy and DoD Technical Data Management. The Contractor shall develop and maintain acquisition strategy documents including a strategic planning schedule. The contractor shall also support the Joint Technical Data Integration (JTDI) program management team in managing the JTDI Projects. This includes, but is not limited to, the design, development, testing, fielding and support, both domestically and internationally, of such information technology systems as JEDMICS, CMIS, and CAD II. This will involve Acquisition Planning, Acquisition Program Base-lining, Program Protection and System Security, Budget justification backup and execution including spend plan development and tracking, Contract Planning, Systems Engineering, Risk Management and Analysis, Integrated Logistics Support, Integrated Product and Process Development and Configuration Management. The contractor shall also prepare required Memorandums of Agreements /Understandings; assist in conducting Acquisition Reviews; assist in the development of backup data for Planning, Programming & Budgeting; provide C4I support; plan and assist in the implementation of Quality Assurance Programs; develop Information Requirements for Milestone Reviews; conduct Analysis of Alternatives; perform Cost Analysis; provide Threat Assessments; plan and assist in the development and implementation of Test & Evaluation Plans; and provide Program Management Assistance in the oversight and integration of other JTDI contracting efforts and related fielding activity tasking. The contractor shall perform, but is not limited to the following tasks:

1. Engineering assessments, technical assistance, and evaluation. The contractor shall provide, but is not limited to the following: participating and assisting in Program Executive Officer (PEO) In Process Reviews (IPRs), PEO Transition Meetings, PEO/Service/Agency Business Program Reviews (BPRs), and other JTDI Projects implementation meetings. The contractor will prepare pre- and post-meeting documentation on issues of concern related to these meetings. For BPRs, the contractor will collect required data from each site and the contractors to prepare briefing slides and status on BPR action items, site planning issues, and recording of issues relative to fielding and upgrading of the projects.
2. Site Status Tracking and Reporting. The contractor will maintain a system for collecting, tracking, and reporting the status of essential information such as, site points of contact, loading performance metrics and usage data, site install tracking, issues, events, and other information as necessary. Reports shall be developed and provided on a recurring basis for briefing and status display purposes. The contractor will also assist in the preparation of a performance metrics notebook containing current operational information, issues, and configuration for each operational site.
3. Program/Project Update Reports. The contractor shall develop, prepare, and distribute a Program/Project Update report containing; program information, articles citing business process improvements, planned system enhancements and software updates, meeting schedules, and other articles of interest.
4. Site Upgrade and Transition Planning. The contractor shall assist the PEO in the preparation of site upgrade and transition planning.
5. Program/Project Meetings. The contractor shall organize, prepare for and assist in the administration of Program/Project Meetings to include: site search, facility arrangements, conference planning letters, advance meeting support, conference agenda and documentation preparation, computer support, registration, audiovisuals, photocopying, and preparation of conference minutes and action items.
6. Training Analysis and Audits. The following tasks provide training support to assess, update, and implement user and operator training for future software enhancements and releases. Specifically, the contractor shall:
 - A. Prepare training reports as directed by the PEO.
 - B. Monitor the status of ongoing training programs and new training being developed.

- C. Support implementation of new software release training.
- D. Review and analyze contractor's training program documentation.
- E. Assist with the distribution of site training documentation.

7. Configuration Management Support. The contractor shall provide management and technical assistance in areas directly supporting JTDI Projects Configuration Management (CM). The contractor shall provide administrative and technical assistance for the Project CM Technical Review Board and other support.

8. Service Requirements and Integrated Product Team (IPT) Meetings. The contractor will provide technical support for Service Requirements and IPT meetings/reviews, record technical notes, and distribute minutes and action items.

9. Implementation Graphics. The contractor will acquire, display, and maintain charts and other graphics, as required, for the PMO Management Information Center (MIC) and provide briefing presentation graphics as necessary.

10. Software Release Support. The contractor shall support the planning, designing, developing, testing, fielding and supporting the JTDI information technology products. This effort will ensure that each of these product areas are compliant with approved DoD architectures, guidelines and standards and will serve to further the DoD goal of achieving an integrated and interoperable DII. The efforts will include but not be limited to the following:

- A. Plan. The contractor shall assist in the efforts to specify the content of each release, define responsibilities, estimate costs, provide schedules and define requirements for development, test and installation products.
- B. Monitor. The contractor shall attend program review meetings, as required, to assess the progress of Releases. The contractor shall also review Release deliverables to assure Conformance with Release Plan requirements.

11. Providing engineering assessments and evaluations of the prime contractor's current software products, procedures and simulation efforts. The contractor shall provide assessments that include QA parameters, software analysis and trouble report metric analysis.

12. Assist with preparation of technical packages for and planning for software review meetings and planning conferences.

13. The Contractor shall provide Information Technology (IT) Support Services to the JTDI PEO. This effort shall consist of technical analyses and report preparation for the Program Office and direct support to DoD Acquisition Managers and the field. This effort also includes site coordination visits for the purpose of improving the flow of information between PEO and sites and among sites.

3.2.8 Design, Develop, Test and Fielding Support of Joint Technical Data Integration

The contractor shall support the design, development, testing, and fielding support, both domestically and internationally, of the JTDI Projects. This will involve but not be limited to:

- 1. Provide technical support in the integration of JTDI projects. Develop migration strategies to move existing system(s) to the end state JTDI environment.
- 2. Provide systems analysis and technical support in the evaluation, design, development, testing and documentation of application enhancements for users with access to JTDI tools. Provide recommendations in support of business process improvements and system enhancements for the JTDI Tool set.

3. Assessing Hardware and Software (Commercial-off-the-Shelf and Government-off-the Shelf) for application and integration into IDPE solutions that support the overall JTDI strategy.
4. Review and evaluate existing design, functional, interface and product specifications for integration of JTDI Project's, system, subsystems, equipment, and associated software and provide recommendations for the update of these specifications.
5. Identify support data necessary in JTDI projects, including CMIS, for assessment of the operational readiness, configuration status accounting, reliability and maintainability, and parts life tracking, in support of ECP incorporation into a weapon system, subsystem or support system.
6. Develop and apply test procedures and provide data that demonstrates that the design and development of JTDI Projects are complete, design risks are minimized, and the systems will meet government specifications. The contractor shall report findings, impacts and recommendations.
7. Technically assessing the supplier's software, hardware and data deliveries to assure proper integration with program requirements and schedules.
8. Identifying design deficiencies related to JTDI Projects, systems, subsystems, and equipment and recommending engineering change proposals.
9. Provide technical support in the evaluation, design, development, testing and documentation of application enhancements for users with access to modification management tools. Monitor accuracy and completeness of Modification Program Implementation Management (MOD PIMS) or other ECP tracking systems and provide recommended updates/improvements to existing and planned systems.
10. Monitor the accuracy and effectiveness of existing tools used to support our deployed weapon systems. Provide recommendations for business process improvements and ways to migrate to CMIS and the other JTDI tools faster and more effectively.
11. Performing computer language programming and conducting analysis during Software Quality Assurance.
12. Conducting Software Release Performance Analysis that includes cost and schedule performance and metrics designed to enable estimation of future software releases. The analysis shall also include the impact of COTS on developmental cost and schedule. The analysis shall also include the quantification of requirements.
13. Providing management and technical services for JEDMICS Requirements Tracking System (JRTS) [or substitute] support. This will include maintaining and updating the JRTS Web site by providing:
 - A. Home Page maintenance, modifications, including file conversion to HTML;
 - B. Upload of files to JRTS server, modification of files as required for HTML formatting and creation of hyperlinks from Home Page to file.
 - C. JRTS Web Site directory structure and file maintenance;
 - D. File loading, periodic update, and file purging;
 - E. File content analysis and summarization to accompany file upload; and
 - F. Evaluation of PEO Requirements for system expansion or modification for submission to JRTS System Administrator.

14. Providing evaluations of the JRTS [or substitute] and making recommendations for enhancements to or substitution to the JRTS; Preparing file loading reports; and site usage reports as required; and Participating in scheduled JRTS Technical/Management meetings and preparation of minutes as required.
15. Providing engineering and independent validation and verification support on a variety of technical issues related the JTDI. This will include providing technical support and input regarding related programs to include JEDMICS, CMIS, CAD II, KAMNET, and the JEDMICS PDM/CM efforts. Also this will include participating in overall architecture and security design and implementation efforts relative to these programs and overall CM/DM integration.

4. DELIVERABLES

4.1 Ship Check Reports

Within five (5) working days of completion of a ship check, a ship check report will be generated for each tasked ship check to include: redlined drawings and sketches, procedural and other documentation updates, test results, problem areas, recommendations and general data to include, ship, hull, location, date and points of contact onboard the ship.

4.2 Monthly Progress Reports

Every 30 days, for each delivery order awarded, the contractor will provide a status report in the format specified in each delivery order. A copy will shall be provided to NSWCCD Code 94, the COR and the Contracting Officer.

4.3 CDRLs

- Developed, Revised, and/or edited PMS, TRS and TP's (A001)
- Developed, Revised, and/or edited RCM developed PMS and TSTP packages (A002)
- Status/Progress Report (A003)
- Start of Work Impact Statement-c/942 (A004)
- Modification to Quality Assurance Plan (A005)
- Validation/Verification Plan (A006)
- Code 944 (Technical Manuals) Status Reports (A007)
- Completed TMIN-R/CD Volume Label Request (A008)
- Review Manuscript (A009)
- Final Reproducible Copy (A010)
- CD and/or Electronic Copy (A011)
- Validation Report (A012)
- Run Sheet/Print Sequence Sheets (A013)
- Cold Check Agenda (A014)
- Procedures and Diagrams annotated during cold check (A015)
- Report on Status of Ship Systems (A016)
- Development Schedule (A017)
- Ship Alteration to Doc/Diagram Matrix (A018)
- Configuration Check data sheet (A019)
- Hot check package (A020)
- Report on changes to baseline (A021)
- Final package for review (A022)
- Final NSWCCD approved printmasters disks and/or electronic copy (A023)
- NSWCCD approved final package (A024)
- Completed configuration check sheet data (A025)
- Report on status of final review package (A026)
- Status Report for C/9433 (A027)
- Configuration check agenda (A028)
- Logistics Management Summary (A029)
- Logistics management information supportability analysis summary (A030)

- Bookplan (A031)
- In Process review samples (A032)
- IPR Report (A033)
- Start of work impact statement-c/944 (A034)
- In process reviews (A035)
- ATIS compatible CD-Master (A036)
- SGML source data (A037)
- F-separated PDF file (TMPODS) (A038)
- CD label artwork (A039)
- Distribution list and labels (A040)
- TMDERS/RACS (A041)
- Data Collection (A042)

5. Government Furnished Property

All Government furnished property will be identified in the individual delivery orders.

6. Place of Performance

It is estimated that the work effort required will occur at the following locations as indicated: Contractor's facility- 50%; Various ship homeports within the continental United States and internationally- 40%; NSWCCD Philadelphia, PA and Carderock, MD sites- 10%.

7. Personnel Qualification Requirements

The following are the qualification requirements for the personnel to be used in performance:

1. PROGRAM MANAGER (Key Personnel)

1. Bachelor's Degree in an engineering discipline from an accredited college or university, or P.E. license or equivalent work experience.
2. Ten (10) years experience in management of engineering projects involving maintenance, repair, testing, product improvement, or alteration of naval ship Hull, Mechanical, Electrical, and Electronic, and Ordnance systems and equipment. Direct experience with developing, modifying and reviewing naval shipboard technical documentation is desired. The 10 years should include the following, which could have been obtained concurrently.
 - a. Six (6) years of working experience in managing engineering projects involved in design, test, maintenance or operation of Hull, Mechanical, Electrical, Electronic, Ordnance Systems and equipment.
 - b. Three (3) years working experience in engineering and logistic projects involving development maintenance of HM&E logistics technical data.
3. Working experience in the DOD material acquisition procedures.
4. Working knowledge of Naval Sea Systems Command, Naval Surface Warfare Center, naval shipyard, Supervisor of Shipbuilding, Conversion and Repair and Type Commanders' organizations. Working experience with these organizations is highly desirable.

2. SENIOR ENGINEER (Key Personnel)

1. Bachelor's Degree in engineering (mechanical, electrical, electronics, or naval/marine engineering) from an accredited college or university of P.E. license.

2. Six (6) years experience in the design, testing, installation, maintenance and alteration of naval ship Hull, Mechanical, Electrical, Electronic, equipment and systems. Direct experience with developing, modifying and reviewing naval shipboard technical documentation is desired. Should include experience in all stages of the engineering process from initial design through production.

3. Experience in the Navy's material procurement procedures.

4. Working knowledge of Naval Sea Systems Command. Naval Surface Warfare Center, naval shipyard, Supervisor of Shipbuilding, Conversion and Repair and Type Commanders' organizations

3. ENGINEER (Key Personnel)

1. Bachelor's Degree in engineering (mechanical, electrical, electronics, marine, or naval/marine engineering) from an accredited college or university or P.E. license.

2. Four (4) years experience in the design, testing, installation and maintenance of naval ship Hull, Mechanical, Electrical, Electronic, Ordnance equipment and systems. Should include experience in all stages of the engineering process from initial design through production alterations. Direct experience with developing, modifying and reviewing naval shipboard technical documentation is desired.

4. PROJECT ENGINEER (Key Personnel)

1. Engineering Degree or six (6) years experience managing engineering projects in lieu of Engineering Degree. This experience should not have been gained concurrently with the experience requirements listed in paragraph (2) and (3) below.

2. Three (3) years experience in design, operation, maintenance, and testing of Naval Ships Hull and Deck Machinery Systems and Equipment; working knowledge of Navy data systems, and knowledge of Navy Procedures for establishing and maintaining equipment maintenance requirements. Direct experience with developing, modifying and reviewing naval shipboard technical documentation is desired.

3. One (1) year project engineering experience in maintenance, repair, testing, installation or alteration of naval ship systems is highly desirable.

5. SENIOR ENGINEERING TECHNICIAN (Key Personnel)

1. Graduate of high school, trade or industrial school or GED equivalent.

2. Six (6) years practical engineering experience which should include the operation, test, maintenance and repair of naval ship Hull, Mechanical, Electrical, Electronic, Ordnance equipment and systems.

3. Two (2) years experience in the preparation of original technical documentation involving the operation, maintenance or testing of naval ship Hull, Mechanical, Electrical, Electronic, equipment and systems is highly desirable.

6. ENGINEERING TECHNICIAN

1. Graduate of high school, trade or industrial school or GED equivalent.

2. Four (4) years practical engineering experience in the operation, test, maintenance and repair of naval ship Hull, Mechanical, Electrical, Electronic, equipment and systems. Two (2) years experience in technical illustrating.

3. Experience in the use of naval ship blueprint and technical manual drawings to produce artwork suitable for inclusion in documentation is highly desirable.

7. LOGISTICIAN (Key Personnel)

1. Graduate of high school, trade or industrial school or GED equivalent.
2. Six (6) years experience of the Naval Logistics System that should include:
 - a. Experience in identifying material and logistic requirements for ship alteration and repair.
 - b. Experience with the Navy supply and procurement systems and procedures for requisitioning and purchasing material required to support ship alterations and repairs.
 - c. Experience in researching types and quantities of equipments allowed aboard ship, to include a minimum of one year experience in use of the Ship's Configuration and Logistic Support Control (SCLSC) database.

8. QUALITY ASSURANCE SPECIALIST

1. Graduate of high school, trade, or industrial school or GED equivalent.
2. Three (3) years experience in performing quality assurance and control inspections on naval ship Hull, Mechanical, Electrical, Electronic, systems for specification and engineering drawing requirement compliance.
3. Five (5) years shop experience which has provided a practical knowledge of quality assurance programs, quality control inspection systems, and machining skills and a detailed knowledge of shop procedures, processes, methods and techniques.
4. Experience more relevant to naval technical documentation is preferred.

9. TECHNICAL ILLUSTRATOR

1. Graduate of high school, trade or industrial school or GED equivalent.
2. Two (2) years experience in technical illustrating.
3. Experience in the use of blueprint and technical manual drawings to produce camera ready artwork suitable for inclusion in documentation. Experience with shipboard blueprints and technical manual drawings is preferred.

10. TECHNICAL WRITER

1. Six (6) years experience in the planning and preparation of varied types of technical documentation on naval ship Hull, Mechanical, Electrical, Electronic, systems and equipments. A Bachelors Degree in English or Journalism may be substituted for three of the six years experience.
2. Experience in the detailed information search and interpretation of technical data in the preparation of technical documentation.

11. ENGINEERING AIDE

1. Deemed non-professional personnel to support the work of professional technical personnel. Minimum requirement is one (1) year experience in clerical/typist capacity.

12. SYSTEMS ENGINEER

1. Bachelor of Science degree in Computer Science or a related field.

2. Five (5) years experience in designing computer systems, integrating computer hardware and software, and building computers or designing network systems. Extensive knowledge of microcomputers and Local Area Networks is desired.

13. SYSTEMS ANALYST

1. Bachelor's Degree in Management Information Systems or a related field. The degree may be substituted with an A.A.S. degree and four (4) years experience as an Analyst/Programmer in addition to the experience set forth in paragraph (2) below.

2. Four (4) years as a Systems Analyst; experience should be in DOS/Windows or Unix Operating Systems.

14. PROGRAM ANALYST (Key Personnel)

1. Bachelor's Degree in Management Information Systems or a related field. The degree may be substituted with an A.A.S. degree and two (2) years experience as a Programmer in addition to the experience set forth in paragraph (2) below.

2. Two (2) years as a Program Analyst; experience should be in DOS/Windows or Unix Operating Systems.

15. PROGRAMMER (Key Personnel)

1. Associate's Degree in Computer Science, Computer Programming or Computer Operating or minimum of four (4) years equivalent experience without degree.

2. Three (3) years experience in utilizing scientific programming skills with digital computer systems, information systems, data management or configuration control applications. Some experience should be in DOS/Windows or Unix operating systems.

3. Experience in using SGML/XML, IGES, CGM CALS Type IV and PDF is highly desirable.

16. CAD/CAM OPERATOR

1. High school diploma and three (3) years of experience developing and revising engineering drawings for shipboard systems. Graduation from an accredited technical, vocational, or apprentice school drafting program may be substituted for up to two (2) years of experience.

2. One (1) year of experience including use of AUTOCAD Release 10 and 12 and is preferred.

3. One (1) year of experience including use of ISODRAW Release 5.0 is preferred.

17. TYPIST

1. The typist should be experienced in the operation of word processing systems as installed on IBM-compatible word processors, and should have at least one year experience in three systems.

18. DATA TRANSCRIBER

1. High school diploma and three (3) years of experience in the data transcription field.

2. The Data Transcriber shall be able to enter data into a number of computerized systems and review their work for correctness.

SECTION D Packaging and Marking

Packaging and Marking shall be in accordance with Standard Commercial Practices.

SECTION E Inspection and Acceptance

CLAUSES INCORPORATED BY REFERENCE:

52.246-5 Inspection Of Services Cost-Reimbursement
252.246-7000 Material Inspection And Receiving Report

APR 1984
MAR 2003

SECTION F Deliveries or Performance

CLAUSES INCORPORATED BY REFERENCE:

52.242-15 Alt I Stop-Work Order (Aug 1989) - Alternate I	APR 1984
52.247-34 F.O.B. Destination	NOV 1991

CLAUSES INCORPORATED BY FULL TEXT

52.211-8 TIME OF DELIVERY (JUN 1997)

(a) The Government requires delivery to be made according to the following schedule:

REQUIRED DELIVERY SCHEDULE

Items 0001 through 0004	To be negotiated under individual orders.
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OFFEROR'S PROPOSED DELIVERY SCHEDULE

ITEM NO.	QUANTITY	WITHIN DAYS AFTER DATE OF CONTRACT
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(b) Attention is directed to the Contract Award provision of the solicitation that provides that a written award or acceptance of offer mailed, or otherwise furnished to the successful offeror, results in a binding contract. The Government will mail or otherwise furnish to the offeror an award or notice of award not later than the day award is dated. Therefore, the offeror should compute the time available for performance beginning with the actual date of award, rather than the date the written notice of award is received from the Contracting Officer through the ordinary mails. However, the Government will evaluate an offer that proposes delivery based on the Contractor's date of receipt of the contract or notice of award by adding (1) five calendar days for delivery of the award through the ordinary mails, or (2) one working day if the solicitation states that the contract or notice of award will be transmitted electronically. (The term "working day" excludes weekends and U.S. Federal holidays.) If, as so computed, the offered delivery date is later than the required delivery date, the offer will be considered nonresponsive and rejected.

(End of Clause)

SECTION G Contract Administration Data

CLAUSES INCORPORATED BY REFERENCE:

252.242-7000 Postaward Conference

DEC 1991

CLAUSES INCORPORATED BY FULL TEXT

CAR-G01 REPORTING REQUIREMENTS (JUN 1996) (NSWCCD)

A status report shall be submitted on a monthly basis to the Procuring Contracting Officer, Contracting Officer's Representative, Ordering Officer (if applicable) and Administrative Contracting Officer. The report shall provide the number of hours expended, the total cost incurred to date, data status and delivery status.

5252.232-9001 SUBMISSION OF INVOICES (COST-REIMBURSEMENT, TIME-AND-MATERIALS, LABOR-HOUR, OR FIXED PRICE INCENTIVE) (JUL 1992)

(a) "Invoice" as used in this clause includes contractor requests for interim payments using public vouchers (SF 1034) but does not include contractor requests for progress payments under fixed price incentive contracts.

(b) The Contractor shall submit invoices and any necessary supporting documentation, in an original and copies, to the contract auditor (to be included at time of award) at the following address:

unless delivery orders are applicable, in which case invoices will be segregated by individual order and submitted to the address specified in the order. In addition, an information copy shall be submitted to _____.

Following verification, the contract auditor (to be included at time of award) will forward the invoice to the designated payment office for payment in the amount determined to be owing, in accordance with the applicable payment (and fee) clause(s) of this contract.

(c) Invoices requesting interim payments shall be submitted no more than once every two weeks, unless another time period is specified in the Payments clause of this contract. For indefinite delivery type contracts, interim payment invoices shall be submitted no more than once every two weeks for each delivery order. There shall be a lapse of no more than 30 calendar days between performance and submission of an interim payment invoice.

(d) In addition to the information identified in the Prompt Payment clause herein, each invoice shall contain the following information, as applicable:

- (1) Contract line item number (CLIN)
 - (2) Subline item number (SLIN)
 - (3) Accounting Classification Reference Number (ACRN)
 - (4) Payment terms
 - (5) Procuring activity
 - (6) Date supplies provided or services performed
 - (7) Costs incurred and allowable under the contract
 - (8) Vessel (e.g., ship, submarine or other craft) or system for which supply/service is provided
- (e) A DD Form 250, "Material Inspection and Receiving Report",
 _____ is required with each invoice submittal.
 X is required only with the final invoice.

- _____ is not required.
- (f) A Certificate of Performance
 X shall be provided with each invoice submittal.
 _____ is not required.
- (g) The Contractor's final invoice shall be identified as such, and shall list all other invoices (if any) previously tendered under this contract.
- (h) Costs of performance shall be segregated, accumulated and invoiced to the appropriate ACRN categories to the extent possible. When such segregation of costs by ACRN is not possible for invoices submitted with CLINS/SLINS with more than one ACRN, an allocation ratio shall be established in the same ratio as the obligations cited in the accounting data so that costs are allocated on a proportional basis.
- (End of clause)

SECTION H Special Contract Requirements

CLAUSES INCORPORATED BY FULL TEXT

CAR-H01 PAYMENT OF FIXED-FEE UNDER COST-PLUS-FIXED-FEE (COMPLETION) INDEFINITE QUANTITY CONTRACTS (APR 2001) (NSWCCD)

(a) The orders issued under this contract shall be of the cost-plus-fixed-fee completion form. Each order will describe the scope of work by stating a definite goal or target and specifying an end product that normally will take the form of a final report. This completion form provides for payment to the contractor of a negotiated fee that is fixed at the inception of the order. In as much as the orders are issued under the authority of the base contract, the fee fixed for individual orders will be distributed at the same proportional rate to the estimated cost of the order as the fixed-fee is proportional to the estimated cost in the base contract. This method of fee distribution is for administrative convenience and is not establishing the fee amount on the estimated cost of each order since the fee established in the base contract was established by use of weighted guidelines or competitive cost realism.

(b) The fixed fee does not vary with actual cost, but may be subject to an equitable adjustment as a result of changes in the work to be performed under the order. The order shall require the contractor to complete and deliver the specified end product (e.g., a final report of research accomplishing the goal or target) within the estimated cost, if possible, as a condition for payment of the entire fixed fee. However, in the event the work cannot be completed within the estimated cost, the Government may require more effort without increase in fee, provided the Government increases the estimated cost.

(c) The cost-plus-fixed-fee completion form necessarily involves uncertainties in the performance of each order, and alterations or variations made by the Contractor during performance of the order normally are not subject to an equitable adjustment in fee. Examples of such alterations or variations include a shift in emphasis among work areas or tasks, filling in details to complete the general description of work, or refinements in approaches or proposed solutions. Consequently, the Contractor will be entitled to an equitable adjustment in the fixed fee only when the Contracting Officer changes the work to be performed under an order by issuing a written order pursuant to the Changes-Cost Reimbursement clause of this contract.

(d) In addition, this contract does not allow for the application of fee on Support Cost items. Therefore, ceilings established for Support Costs shall be identified as "not-to-exceed" items and should be tracked separately. Should the estimated costs associated with the labor portion (i.e., not identified as Support Cost items) of any order be reduced, the fee shall be reduced accordingly even if there is no overall reduction in the total estimated cost of the order.

CAR-H04 PAST PERFORMANCE ASSESSMENT (SERVICES, INFORMATION TECHNOLOGY OR OPERATIONS SUPPORT) (APR 2000)

(a) The contractor, in performing this contract, will be subject to a past performance assessment in accordance with FAR 42.15, the Department of the Navy Contractor Performance Assessment Reporting System (CPARS) Guide (herein referred to as the Navy CPARS Guide), and the CPARS Users Manual in effect on the date of award. All information contained in this assessment may be used, within the limitations of FAR 42.15, by the Government for future source selection in accordance with FAR 15.304 when past performance is an evaluation factor for award. The assessment (herein referred to as the Contractor Performance Assessment Report (CPAR)) will be prepared by government personnel and reviewed by contractor personnel, via on-line, at the CPARS Web Site <http://www.cpars.navy.mil>. The CPAR will be prepared on an annual basis as determined by the Contracting Officer, with interim and final assessments as prescribed by the Navy CPARS guide. The Navy CPARS guide, the CPARS Users Manual and additional CPARS information can be found at the above CPARS Web Site.

(b) Access to the CPAR will require user id/passwords which will be provided to the contractor prior to the initial report due date. Utilizing the user id/passwords, contractor personnel will be able to review the CPAR and will have a 30-calendar-

day period in which to agree/disagree with the ratings, enter comments, rebut statements or add information on an optional basis. After contractor input or 30 days from the date of government notification of CPAR availability, whichever occurs first, the CPAR will be reviewed by the government. The government will have the option of accepting or modifying the original ratings. The contractor will then be notified when the completed CPAR is posted in the CPARS web site. The CPAR is not subject to the Disputes clause of the contract, nor is it subject to appeal beyond the review and comment procedure described above and in the Navy CPARS Guide.

(c) The contractor will be assessed on the following elements:

(1) *Quality of Product or Service*: Compliance with contract requirements, contract specifications and to standards of good workmanship.

(2) *Schedule*: Contractor's timeliness in completing contract or task order milestones, delivery schedules, and administrative requirements.

(3) *Cost Control (Not required for FFP or FFP/EPA)*: The contractor's effectiveness in forecasting, managing, and controlling contract cost.

(4) *Business Relations*: The integration and coordination of all activity needed to execute the contract, specifically;

(A) Timeliness, completeness and quality of problem identification, corrective action plans, proposal submittals;

(B) The contractor's history of reasonable and cooperative behavior;

(C) Customer satisfaction;

(D) Timely award and management of subcontracts;

(E) Success in meeting or exceeding small/small disadvantaged and women-owned business participation goals.

(5) *Management of Key Personnel (Not Applicable to Operations Support)*: The contractor's performance in selecting, retaining, supporting, and replacing, when necessary, key personnel.

(6) *Other Areas (If applicable)*:

(d) The following adjectival ratings and criteria shall be used when assessing all past performance elements:

(1) *Dark Blue (Exceptional)*. Performance meets contractual requirements and exceeds many to the Government's benefit. The contractual performance of the element or sub-element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective.

(2) *Purple (Very Good)*. Performance meets contractual requirements and exceeds some to the Government's benefit. The contractual performance of the element or sub-element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective.

(3) *Green (Satisfactory)*. Performance meets contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.

(4) *Yellow (Marginal)*. Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor's proposed actions appear only marginally effective or were not fully implemented.

(5) *Red (Unsatisfactory)*. Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element contains serious problem(s) for which the contractor's corrective actions appear or were ineffective.

SECTION I Contract Clauses

CLAUSES INCORPORATED BY REFERENCE:

52.202-1	Definitions	DEC 2001
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 1997
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Cost or Pricing Data	OCT 1997
52.215-12	Subcontractor Cost or Pricing Data	OCT 1997
52.215-15	Pension Adjustments and Asset Reversions	DEC 1998
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	OCT 1997
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications	OCT 1997
52.216-7	Allowable Cost And Payment	DEC 2002
52.216-8	Fixed Fee	MAR 1997
52.219-8	Utilization of Small Business Concerns	OCT 2000
52.219-9	Small Business Subcontracting Plan	JAN 2002
52.219-9 Alt II	Small Business Subcontracting Plan (Jan 2002) Alternate II	OCT 2001
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.222-3	Convict Labor	AUG 1996
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	SEP 2000
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-29	Notification Of Visa Denial	FEB 1999
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	DEC 2001
52.223-5	Pollution Prevention and Right-to-Know Information	APR 1998
52.223-6	Drug Free Workplace	MAY 2001
52.225-13	Restrictions on Certain Foreign Purchases	JUL 2000
52.227-1	Authorization and Consent	JUL 1995
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.232-17	Interest	JUN 1996

52.232-23	Assignment Of Claims	JAN 1986
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	MAY 1999
52.233-1	Disputes	JUL 2002
52.233-3 Alt I	Protest After Award (Aug 1996) - Alternate I	JUN 1985
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-3	Penalties for Unallowable Costs	MAY 2001
52.242-4	Certification of Final Indirect Costs	JAN 1997
52.242-13	Bankruptcy	JUL 1995
52.243-2 Alt I	Changes--Cost-Reimbursement (Aug 1987) - Alternate I	APR 1984
52.244-5	Competition In Subcontracting	DEC 1996
52.246-25	Limitation Of Liability--Services	FEB 1997
52.249-6	Termination (Cost Reimbursement)	SEP 1996
52.249-14	Excusable Delays	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	MAR 1999
252.203-7002	Display Of DOD Hotline Poster	DEC 1991
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7002	Payment For Subline Items Not Separately Priced	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004	Required Central Contractor Registration	NOV 2001
252.204-7005	Oral Attestation of Security Responsibilities	NOV 2001
252.205-7000	Provisions Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7000	Acquisition From Subcontractors Subject To On-Site Inspection Under The Intermediate Range Nuclear Forces (INF) Treaty	NOV 1995
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.215-7000	Pricing Adjustments	DEC 1991
252.219-7003	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DOD Contracts)	APR 1996
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 1993
252.225-7001	Buy American Act And Balance Of Payments Program	MAR 1998
252.225-7002	Qualifying Country Sources As Subcontractors	DEC 1991
252.225-7009	Duty-Free Entry--Qualifying Country Supplies (End Products and Components)	AUG 2000
252.225-7012	Preference For Certain Domestic Commodities	FEB 2003
252.225-7026	Reporting Of Contract Performance Outside The United States	JUN 2000
252.225-7031	Secondary Arab Boycott Of Israel	JUN 1992
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises-DoD Contracts	SEP 2001
252.227-7013	Rights in Technical Data--Noncommercial Items	NOV 1995
252.227-7016	Rights in Bid or Proposal Information	JUN 1995
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7036	Declaration of Technical Data Conformity	JAN 1997
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 1999
252.242-7004	Material Management And Accounting System	DEC 2000
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	MAR 2000
252.245-7001	Reports Of Government Property	MAY 1994
252.246-7001	Warranty Of Data	DEC 1991

252.247-7023 Transportation of Supplies by Sea

MAY 2002

CLAUSES INCORPORATED BY FULL TEXT

52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the effective date of the contract through five (5) years after the effective date of the contract.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$500.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

(1) Any order for a single item in excess of \$1,000,000.00;

(2) Any order for a combination of items in excess of \$1,500,000.00; or

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 10 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in

the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after five (5) years and six (6) months from the date of contract award.

(End of clause)

52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (JAN 1999)

(a) Definition. HUBZone small business concern, as used in this clause, means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

(b) Evaluation preference. (1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except--

(i) Offers from HUBZone small business concerns that have not waived the evaluation preference;

(ii) Otherwise successful offers from small business concerns;

(iii) Otherwise successful offers of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is exceeded (see 25.402 of the Federal Acquisition Regulation (FAR)); and

(iv) Otherwise successful offers where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government.

(2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.

(3) A concern that is both a HUBZone small business concern and a small disadvantaged business concern will receive the benefit of both the HUBZone small business price evaluation preference and the small disadvantaged business price evaluation adjustment (see FAR clause 52.219-23). Each applicable price evaluation preference or adjustment shall be calculated independently against an offeror's base offer.

These individual preference amounts shall be added together to arrive at the total evaluated price for that offer.

(c) Waiver of evaluation preference. A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply if the offeror has waived the evaluation preference.

___ Offeror elects to waive the evaluation preference.

(d) Agreement. A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;

- (2) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;
- (3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns; or
- (4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns.
- (e) A HUBZone joint venture agrees that in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause will be performed by the HUBZone small business participant or participants.
- (f) A HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business manufacturer concerns. This paragraph does not apply in connection with construction or service contracts.

(End of clause)

52.232-22 LIMITATION OF FUNDS (APR 1984)

- (a) The parties estimate that performance of this contract will not cost the Government more than (1) the estimated cost specified in an individual delivery order or, (2) if this is a cost-sharing contract, the Government's share of the estimated cost specified in an individual delivery order. The Contractor agrees to use its best efforts to perform the work specified in the delivery order and all obligations under this contract within the estimated cost, which, if this is a cost-sharing contract, includes both the Government's and the Contractor's share of the cost.
- (b) The delivery order specifies the amount presently available for payment by the Government and allotted to this contract, the items covered, the Government's share of the cost if this is a cost-sharing contract, and the period of performance it is estimated the allotted amount will cover. The parties contemplate that the Government will allot additional funds incrementally to the contract up to the full estimated cost to the Government specified in the delivery order, exclusive of any fee. The Contractor agrees to perform, or have performed, work on the contract up to the point at which the total amount paid and payable by the Government under the contract approximates but does not exceed the total amount actually allotted by the Government to the contract.
- (c) The Contractor shall notify the Contracting Officer in writing whenever it has reason to believe that the costs it expects to incur under this contract in the next 60 days, when added to all costs previously incurred, will exceed 75 percent of (1) the total amount so far allotted to the contract by the Government or, (2) if this is a cost-sharing contract, the amount then allotted to the contract by the Government plus the Contractor's corresponding share. The notice shall state the estimated amount of additional funds required to continue performance for the period specified in the delivery order.
- (d) Sixty days before the end of the period specified in the delivery order, the Contractor shall notify the Contracting Officer in writing of the estimated amount of additional funds, if any, required to continue timely performance under the contract or for any further period specified in the delivery order or otherwise agreed upon, and when the funds will be required.
- (e) If, after notification, additional funds are not allotted by the end of the period specified in the delivery order or another agreed-upon date, upon the Contractor's written request the Contracting Officer will terminate this contract on that date in accordance with the provisions of the Termination clause of this contract. If the Contractor estimates that the funds available will allow it to continue to discharge its obligations beyond that date, it may specify a later date in its request, and the Contracting Officer may terminate this contract on that later date.
- (f) Except as required by other provisions of this contract, specifically citing and stated to be an exception to this

clause--

(1) The Government is not obligated to reimburse the Contractor for costs incurred in excess of the total amount allotted by the Government to this contract; and

(2) The Contractor is not obligated to continue performance under this contract (including actions under the Termination clause of this contract) or otherwise incur costs in excess of (i) the amount then allotted to the contract by the Government or, (ii) if this is a cost-sharing contract, the amount then allotted by the Government to the contract plus the Contractor's corresponding share, until the Contracting Officer notifies the Contractor in writing that the amount allotted by the Government has been increased and specifies an increased amount, which shall then constitute the total amount allotted by the Government to this contract.

(g) The estimated cost shall be increased to the extent that (1) the amount allotted by the Government or, (2) if this is a cost-sharing contract, the amount then allotted by the Government to the contract plus the Contractor's corresponding share, exceeds the estimated cost specified in the delivery order. If this is a cost-sharing contract, the increase shall be allocated in accordance with the formula specified in the delivery order.

(h) No notice, communication, or representation in any form other than that specified in subparagraph (f)(2) above, or from any person other than the Contracting Officer, shall affect the amount allotted by the Government to this contract. In the absence of the specified notice, the Government is not obligated to reimburse the Contractor for any costs in excess of the total amount allotted by the Government to this contract, whether incurred during the course of the contract or as a result of termination.

(i) When and to the extent that the amount allotted by the Government to the contract is increased, any costs the Contractor incurs before the increase that are in excess of (1) the amount previously allotted by the Government or, (2) if this is a cost-sharing contract, the amount previously allotted by the Government to the contract plus the Contractor's corresponding share, shall be allowable to the same extent as if incurred afterward, unless the Contracting Officer issues a termination or other notice and directs that the increase is solely to cover termination or other specified expenses.

(j) Change orders shall not be considered an authorization to exceed the amount allotted by the Government specified in the delivery order, unless they contain a statement increasing the amount allotted.

(k) Nothing in this clause shall affect the right of the Government to terminate this contract. If this contract is terminated, the Government and the Contractor shall negotiate an equitable distribution of all property produced or purchased under the contract, based upon the share of costs incurred by each.

(l) If the Government does not allot sufficient funds to allow completion of the work, the Contractor is entitled to a percentage of the fee specified in the delivery order equalling the percentage of completion of the work contemplated by this contract.

(End of clause)

52.232-25 PROMPT PAYMENT (FEB 2002) -- ALTERNATE I (FEB 2002)

Notwithstanding any other payment clause in this contract, the Government will make invoice payments under the terms and conditions specified in this clause. The Government considers payment as being made on the day a check is dated or the date of an electronic funds transfer (EFT). Definitions of pertinent terms are set forth in sections 2.101, 32.001, and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see subparagraph (a)(4) of this clause concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) *Invoice payments* --

(1) *Due date.*

(i) Except as indicated in paragraphs (a)(2) and (c) of this clause, the due date for making invoice payments by the designated payment office shall be the later of the following two events:

(A) The 30th day after the designated billing office receives a proper invoice from the Contractor (except as provided in paragraph (a)(1)(ii) of this clause).

(B) The 30th day after Government acceptance of supplies delivered or services performed. For a final invoice, when the payment amount is subject to contract settlement actions, acceptance is deemed to occur on the effective date of the contract settlement.

(ii) If the designated billing office fails to annotate the invoice with the actual date of receipt at the time of receipt, the invoice payment due date is the 30th day after the date of the Contractor's invoice; provided the designated billing office receives a proper invoice and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2) *Certain food products and other payments.*

(i) Due dates on Contractor invoices for meat, meat food products, or fish; perishable agricultural commodities; and dairy products, edible fats or oils, and food products prepared from edible fats or oils are --

(A) For meat or meat food products, as defined in section 2(a)(3) of the Packers and Stockyard Act of 1921 (7 U.S.C. 182(3)), and as further defined in Pub. L. 98-181, including any edible fresh or frozen poultry meat, any perishable poultry meat food product, fresh eggs, and any perishable egg product, as close as possible to, but not later than, the 7th day after product delivery.

(B) For fresh or frozen fish, as defined in section 204(3) of the Fish and Seafood Promotion Act of 1986 (16 U.S.C. 4003(3)), as close as possible to, but not later than, the 7th day after product delivery.

(C) For perishable agricultural commodities, as defined in section 1(4) of the Perishable Agricultural Commodities Act of 1930 (7 U.S.C. 499a(4)), as close as possible to, but not later than, the 10th day after product delivery, unless another date is specified in the contract.

(D) For dairy products, as defined in section 111(e) of the Dairy Production Stabilization Act of 1983 (7 U.S.C. 4502(e)), edible fats or oils, and food products prepared from edible fats or oils, as close as possible to, but not later than, the 10th day after the date on which a proper invoice has been received. Liquid milk, cheese, certain processed cheese products, butter, yogurt, ice cream, mayonnaise, salad dressings, and other similar products, fall within this classification. Nothing in the Act limits this classification to refrigerated products. When questions arise regarding the proper classification of a specific product, prevailing industry practices will be followed in specifying a contract payment due date. The burden of proof that a classification of a specific product is, in fact, prevailing industry practice is upon the Contractor making the representation.

(ii) If the contract does not require submission of an invoice for payment (*e.g.*, periodic lease payments), the due date will be as specified in the contract.

(3) *Contractor's invoice.* The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraphs (a)(3)(i) through (a)(3)(x) of this clause. If the invoice does not comply with these requirements, the designated billing office will return it within 7 days after receipt (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, dairy products, edible fats or oils, and food products prepared from edible fats or oils), with the reasons why it is not a proper invoice. The Government will take into account untimely notification when computing any interest penalty owed the Contractor.

(i) Name and address of the Contractor.

(ii) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of the mailing or transmission.)

(iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).

(iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.

(v) Shipping and payment terms (*e.g.*, shipment number and date of shipment, discount for prompt payment terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

- (vii) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.
 - (viii) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
 - (ix) Electronic funds transfer (EFT) banking information.
 - (A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.
 - (B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision (*e.g.*, 52.232-38, Submission of Electronic Funds Transfer Information with Offer), contract clause (*e.g.*, 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.
 - (C) EFT banking information is not required if the Government waived the requirement to pay by EFT.
 - (x) Any other information or documentation required by the contract (*e.g.*, evidence of shipment.)
- (4) *Interest penalty.* The designated payment office will pay an interest penalty automatically, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(4)(i) through (a)(4)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday, the designated payment office may make payment on the following working day without incurring a late payment interest penalty.
- (i) The designated billing office received a proper invoice.
 - (ii) The Government processed a receiving report or other Government documentation authorizing payment, and there was no disagreement over quantity, quality, or Contractor compliance with any contract term or condition.
 - (iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.
- (5) *Computing penalty amount.* The Government will compute the interest penalty in accordance with Office of Management and Budget prompt payment regulations at 5 CFR part 1315.
- (i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance is deemed to occur constructively on the 7th day (unless otherwise specified in this contract) after the Contractor delivers the supplies or performs the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. If actual acceptance occurs within the constructive acceptance period, the Government will base the determination of an interest penalty on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.
 - (ii) The prompt payment regulations at 5 CFR 1315.10(c) do not require the Government to pay interest penalties if payment delays are due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. The Government and the Contractor shall resolve claims involving disputes and any interest that may be payable in accordance with the clause at FAR 52.233-1, Disputes.
- (6) *Discounts for prompt payment.* The designated payment office will pay an interest penalty automatically, without request from the Contractor, if the Government takes a discount for prompt payment improperly. The Government will calculate the interest penalty in accordance with the prompt payment regulations at 5 CFR part 1315.
- (7) *Additional interest penalty.*
- (i) The designated payment office will pay a penalty amount, calculated in accordance with the prompt payment regulations at 5 CFR part 1315 in addition to the interest penalty amount only if--
 - (A) The Government owes an interest penalty of \$1 or more;

(B) The designated payment office does not pay the interest penalty within 10 days after the date the invoice amount is paid; and

(C) The Contractor makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a)(7)(ii) of this clause, postmarked not later than 40 days after the invoice amount is paid.

(ii)

(A) The Contractor shall support written demands for additional penalty payments with the following data. The Government will not request any additional data. The Contractor shall --

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest was due; and

(3) State that payment of the principal has been received, including the date of receipt.

(B) If there is no postmark or the postmark is illegible--

(1) The designated payment office that receives the demand will annotate it with the date of receipt, provided the demand is received on or before the 40th day after payment was made; or

(2) If the designated payment office fails to make the required annotation, the Government will determine the demand's validity based on the date the Contractor has placed on the demand; provided such date is no later than the 40th day after payment was made.

(iii) The additional penalty does not apply to payments regulated by other Government regulations (e.g., payments under utility contracts subject to tariffs and regulation).

(b) *Contract financing payments.* If this contract provides for contract financing, the Government will make contract financing payments in accordance with the applicable contract financing clause.

(c) *Fast payment procedure due dates.* If this contract contains the clause at 52.213-1, Fast Payment Procedure, payments will be made within 15 days after the date of receipt of the invoice.

(d) *Overpayments.* If the Contractor becomes aware of a duplicate payment or that the Government has otherwise overpaid on an invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(e) *Invoices for interim payments.* For interim payments under this cost-reimbursement contract for services--

(1) Paragraphs (a)(2), (a)(3), (a)(4)(ii), (a)(4)(iii), and (a)(5)(i) do not apply;

(2) For purposes of computing late payment interest penalties that may apply, the due date for payment is the 30th day after the designated billing office receives a proper invoice; and

(3) The Contractor shall submit invoices for interim payments in accordance with paragraph (a) of FAR 52.216-7, Allowable Cost and Payment. If the invoice does not comply with contract requirements, it will be returned within 7 days after the date the designated billing office received the invoice.

(End of Clause)

52.244-2 SUBCONTRACTS (AUG 1998) - ALTERNATE I (AUG 1998)

(a) Definitions. As used in this clause--

Approved purchasing system means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

Consent to subcontract means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

Subcontract means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) This clause does not apply to subcontracts for special test equipment when the contract contains the clause at FAR 52.245-18, Special Test Equipment.

(c) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (d) or (e) of this clause.

(d) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that--

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds--

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(e) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

(f)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (c), (d), or (e) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting--

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) If the Contractor has an approved purchasing system and consent is not required under paragraph (c), (d), or (e) of this clause, the Contractor nevertheless shall notify the Contracting Officer reasonably in advance of entering into any (i) cost-plus-fixed-fee subcontract, or (ii) fixed-price subcontract that exceeds the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of this contract. The notification shall include the information required by paragraphs (f)(1)(i) through (f)(1)(iv) of this clause.

(g) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination--

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

(h) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(i) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(j) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(k) Paragraphs (d) and (f) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

(End of clause)

52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (APR 2003)

(a) *Definitions.* As used in this clause--

"Commercial item" has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract" includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)

(1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (Oct 200) (15 U.S.C. 637(d)(2)(3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to

- small business concerns) exceed \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
- (ii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).
 - (iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212(a));
 - (iv) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).
 - (v) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64).
- (2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.
- (d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

(End of Clause)

52.245-5 GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS) (JAN 1986) (DEVIATION)

(a) Government-furnished property.

(1) The term "Contractor's managerial personnel," as used in paragraph (g) of this clause, means any of the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of--

- (i) All or substantially all of the Contractor's business;
- (ii) All or substantially all of the Contractor's operation at any one plant, or separate location at which the contract is being performed; or
- (iii) A separate and complete major industrial operation connected with performing this contract.

(2) The Government shall deliver to the Contractor, for use in connection with and under the terms of this contract, the Government-furnished property described in the Schedule or specifications, together with such related data and information as the Contractor may request and as may be reasonably required for the intended use of the property (hereinafter referred to as "Government-furnished property").

(3) The delivery or performance dates for this contract are based upon the expectation that Government-furnished property suitable for use will be delivered to the Contractor at the times stated in the Schedule or, if not so stated, in sufficient time to enable the Contractor to meet the contract's delivery or performance dates.

(4) If Government-furnished property is received by the Contractor in a condition not suitable for the intended use, the Contractor shall, upon receipt, notify the Contracting Officer, detailing the facts, and, as directed by the Contracting Officer and at Government expense, either effect repairs or modification or return or otherwise dispose of the property. After completing the directed action and upon written request of the Contractor, the Contracting Officer shall make an equitable adjustment as provided in paragraph (h) of this clause.

(5) If Government-furnished property is not delivered to the Contractor by the required time or times, the Contracting Officer shall, upon the Contractor's timely written request, make a determination of the delay, if any, caused the Contractor and shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(b) Changes in Government-furnished property.

(1) The Contracting Officer may, by written notice,

- (i) decrease the Government-furnished property provided or to be provided under this contract or

(ii) substitute other Government-furnished property for the property to be provided by the Government or to be acquired by the Contractor for the Government under this contract. The Contractor shall promptly take such action as the Contracting Officer may direct regarding the removal, shipment, or disposal of the property covered by this notice.

(2) Upon the Contractor's written request, the Contracting Officer shall make an equitable adjustment to the contract in accordance with paragraph (h) of this clause, if the Government has agreed in the Schedule to make such property available for performing this contract and there is any--

(i) Decrease or substitution in this property pursuant to subparagraph (b)(1) above; or

(ii) Withdrawal of authority to use property, if provided under any other contract or lease.

(c) Title. (1) The Government shall retain title to all Government-furnished property.

(2) Title to all property purchased by the Contractor for which the Contractor is entitled to be reimbursed as a direct item of cost under this contract shall pass to and vest in the Government upon the vendor's delivery of such property.

(3) Title to all other property, the cost of which is reimbursable to the Contractor, shall pass to and vest in the Government upon--

(i) Issuance of the property for use in contract performance;

(ii) Commencement of processing of the property for use in contract performance; or

(iii) Reimbursement of the cost of the property by the Government, whichever occurs first.

(4) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (collectively referred to as "Government property"), are subject to the provisions of this clause. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property.

(d) Use of Government property. The Government property shall be used only for performing this contract, unless otherwise provided in this contract or approved by the Contracting Officer.

(e) Property administration.

(1) The Contractor shall be responsible and accountable for all Government property provided under the contract and shall comply with Federal Acquisition Regulation (FAR) Subpart 45.5, as in effect on the date of this contract.

(2) The Contractor shall establish and maintain a program for the use, maintenance, repair, protection, and preservation of Government property in accordance with sound business practice and the applicable provisions of FAR Subpart 45.5.

(3) If damage occurs to Government property, the risk of which has been assumed by the Government under this contract, the Government shall replace the items or the Contractor shall make such repairs as the Government directs. However, if the Contractor cannot effect such repairs within the time required, the Contractor shall dispose of the property as directed by the Contracting Officer. When any property for which the Government is responsible is replaced or repaired, the Contracting Officer shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(f) Access. The Government and all its designees shall have access at all reasonable times to the premises in which any Government property is located for the purpose of inspecting the Government property.

(g) Limited risk of loss.

(1) The Contractor shall not be liable for loss or destruction of, or damage to, the Government property provided under this contract or for expenses incidental to such loss, destruction, or damage, except as provided in subparagraphs (2) and (3) below.

(2) The Contractor shall be responsible for loss or destruction of, or damage to, the Government property provided under this contract (including expenses incidental to such loss, destruction, or damage)--

(i) That results from a risk expressly required to be insured under this contract, but only to the extent of the insurance required to be purchased and maintained or to the extent of insurance actually purchased and maintained, whichever is greater;

(ii) That results from a risk that is in fact covered by insurance or for which the Contractor is otherwise reimbursed, but only to the extent of such insurance or reimbursement;

(iii) For which the Contractor is otherwise responsible under the express terms of this contract;

(iv) That results from willful misconduct or lack of good faith on the part of the Contractor's managerial personnel; or

(v) That results from a failure on the part of the Contractor, due to willful misconduct or lack of good faith on the part of the Contractor's managerial personnel, to establish and administer a program or system for the control, use, protection, preservation, maintenance, and repair of Government property as required by paragraph (e) of this clause.

(3)(i) If the Contractor fails to act as provided by subdivision (g)(2)(v) above, after being notified (by certified mail addressed to one of the Contractor's managerial personnel) of the Government's disapproval, withdrawal of approval, or nonacceptance of the system or program, it shall be conclusively presumed that such failure was due to willful misconduct or lack of good faith on the part of the Contractor's managerial personnel.

(ii) In such event, any loss or destruction of, or damage to, the Government property shall be presumed to have resulted from such failure unless the Contractor can establish by clear and convincing evidence that such loss, destruction, or damage--

(A) Did not result from the Contractor's failure to maintain an approved program or system; or

(B) Occurred while an approved program or system was maintained by the Contractor.

(4) If the Contractor transfers Government property to the possession and control of a subcontractor, the transfer shall not affect the liability of the Contractor for loss or destruction of, or damage to, the property as set forth above. However, the Contractor shall require the subcontractor to assume the risk of, and be responsible for, any loss or destruction of, or damage to, the property while in the subcontractor's possession or control, except to the extent that the subcontract, with the advance approval of the Contracting Officer, relieves the subcontractor from such liability. In the absence of such approval, the subcontract shall contain appropriate provisions requiring the return of all Government property in as good condition as when received, except for reasonable wear and tear or for its use in accordance with the provisions of the prime contract.

(5) The contractor shall notify the contracting officer upon loss or destruction of, or damage to, government property provided under this contract, with the exception of low value property for which loss, damage, or destruction is reported at contract termination, completion, or when needed for continued contract performance. The Contractor shall take all reasonable action to protect the Government property from further damage, separate the damaged and undamaged Government property, put all the affected Government property in the best possible order, and furnish to the Contracting Officer a statement of--

- (i) The lost, destroyed, or damaged Government property;
- (ii) The time and origin of the loss, destruction, or damage;
- (iii) All known interests in commingled property of which the Government property is a part; and
- (iv) The insurance, if any, covering any part of or interest in such commingled property.

(6) The Contractor shall repair, renovate, and take such other action with respect to damaged Government property as the Contracting Officer directs. If the Government property is destroyed or damaged beyond practical repair, or is damaged and so commingled or combined with property of others (including the Contractor's) that separation is impractical, the Contractor may, with the approval of and subject to any conditions imposed by the Contracting Officer, sell such property for the account of the Government. Such sales may be made in order to minimize the loss to the Government, to permit the resumption of business, or to accomplish a similar purpose. The Contractor shall be entitled to an equitable adjustment in the contract price for the expenditures made in performing the obligations under this subparagraph (g)(6) in accordance with paragraph (h) of this clause. However, the Government may directly reimburse the loss and salvage organization for any of their charges. The Contracting Officer shall give due regard to the Contractor's liability under this paragraph (g) when making any such equitable adjustment.

(7) The Contractor shall not be reimbursed for, and shall not include as an item of overhead, the cost of insurance or of any reserve covering risk of loss or destruction of, or damage to, Government property, except to the extent that the Government may have expressly required the Contractor to carry such insurance under another provision of this contract.

(8) In the event the Contractor is reimbursed or otherwise compensated for any loss or destruction of, or damage to, Government property, the Contractor shall use the proceeds to repair, renovate, or replace the lost, destroyed, or damaged Government property or shall otherwise credit the proceeds to, or equitably reimburse, the Government, as directed by the Contracting Officer.

(9) The Contractor shall do nothing to prejudice the Government's rights to recover against third parties for any loss or destruction of, or damage to, Government property. Upon the request of the Contracting Officer, the Contractor shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation (including the prosecution of suit and the execution of instruments of assignment in favor of the Government) in obtaining recovery. In addition, where a subcontractor has not been relieved from liability for any loss or destruction of, or damage to, Government property, the Contractor shall enforce for the benefit of the Government the liability of the subcontractor for such loss, destruction, or damage.

(h) Equitable adjustment. When this clause specifies an equitable adjustment, it shall be made to any affected contract provision in accordance with the procedures of the Changes clause. When appropriate, the Contracting Officer may initiate an equitable adjustment in favor of the Government. The right to an equitable adjustment shall be the Contractor's exclusive remedy. The Government shall not be liable to suit for breach of contract for--

- (1) Any delay in delivery of Government-furnished property;
- (2) Delivery of Government-furnished property in a condition not suitable for its intended use;
- (3) A decrease in or substitution of Government-furnished property; or
- (4) Failure to repair or replace Government property for which the Government is responsible.

(i) Final accounting and disposition of Government property. Upon completing this contract, or at such earlier dates as may be fixed by the Contracting Officer, the Contractor shall submit, in a form acceptable to the Contracting Officer, inventory schedules covering all items of Government property not consumed in performing this contract or delivered to the Government. The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of the

Government property as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the cost of the work covered by this contract or paid to the Government as directed by the Contracting Officer. The foregoing provisions shall apply to scrap from Government property; provided, however, that the Contracting Officer may authorize or direct the Contractor to omit from such inventory schedules any scrap consisting of faulty castings or forgings or of cutting and processing waste, such as chips, cuttings, borings, turnings, short ends, circles, trimmings, clippings, and remnants, and to dispose of such scrap in accordance with the Contractor's normal practice and account for it as a part of general overhead or other reimbursable costs in accordance with the Contractor's established accounting procedures.

(j) Abandonment and restoration of Contractor premises. Unless otherwise provided herein, the Government--

(1) May abandon any Government property in place, at which time all obligations of the Government regarding such abandoned property shall cease; and

(2) Has no obligation to restore or rehabilitate the Contractor's premises under any circumstances (e.g., abandonment, disposition upon completion of need, or contract completion). However, if the Government-furnished property (listed in the Schedule or specifications) is withdrawn or is unsuitable for the intended use, or if other Government property is substituted, then the equitable adjustment under paragraph (h) of this clause may properly include restoration or rehabilitation costs.

(k) Communications. All communications under this clause shall be in writing.

(l) Overseas contracts. If this contract is to be performed outside the United States of America, its territories, or possessions, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

(End of clause)

52.248-1 VALUE ENGINEERING (FEB 2000)

(a) General. The Contractor is encouraged to develop, prepare, and submit value engineering change proposals (VECP's) voluntarily. The Contractor shall share in any net acquisition savings realized from accepted VECP's, in accordance with the incentive sharing rates in paragraph (f) below.

(b) Definitions. "Acquisition savings," as used in this clause, means savings resulting from the application of a VECP to contracts awarded by the same contracting office or its successor for essentially the same unit. Acquisition savings include--

(1) Instant contract savings, which are the net cost reductions on this, the instant contract, and which are equal to the instant unit cost reduction multiplied by the number of instant contract units affected by the VECP, less the Contractor's allowable development and implementation costs;

(2) Concurrent contract savings, which are net reductions in the prices of other contracts that are definitized and ongoing at the time the VECP is accepted; and

(3) Future contract savings, which are the product of the future unit cost reduction multiplied by the number of future contract units in the sharing base. On an instant contract, future contract savings include savings on increases in quantities after VECP acceptance that are due to contract modifications, exercise of options, additional orders, and funding of subsequent year requirements on a multiyear contract.

"Collateral costs," as used in this clause, means agency cost of operation, maintenance, logistic support, or Government-furnished property.

"Collateral savings," as used in this clause, means those measurable net reductions resulting from a VECP in the agency's overall projected collateral costs, exclusive of acquisition savings, whether or not the acquisition cost changes.

"Contracting office" includes any contracting office that the acquisition is transferred to, such as another branch of the agency or another agency's office that is performing a joint acquisition action.

"Contractor's development and implementation costs," as used in this clause, means those costs the Contractor incurs on a VECP specifically in developing, testing, preparing, and submitting the VECP, as well as those costs the Contractor incurs to make the contractual changes required by Government acceptance of a VECP.

"Future unit cost reduction," as used in this clause, means the instant unit cost reduction adjusted as the Contracting Officer considers necessary for projected learning or changes in quantity during the sharing period. It is calculated at the time the VECP is accepted and applies either (1) throughout the sharing period, unless the Contracting Officer decides that recalculation is necessary because conditions are significantly different from those previously anticipated or (2) to the calculation of a lump-sum payment, which cannot later be revised.

"Government costs," as used in this clause, means those agency costs that result directly from developing and implementing the VECP, such as any net increases in the cost of testing, operations, maintenance, and logistics support. The term does not include the normal administrative costs of processing the VECP or any increase in this contract's cost or price resulting from negative instant contract savings.

"Instant contract," as used in this clause, means this contract, under which the VECP is submitted. It does not include increases in quantities after acceptance of the VECP that are due to contract modifications, exercise of options, or additional orders. If this is a multiyear contract, the term does not include quantities funded after VECP acceptance. If this contract is a fixed-price contract with prospective price redetermination, the term refers to the period for which firm prices have been established.

"Instant unit cost reduction" means the amount of the decrease in unit cost of performance (without deducting any Contractor's development or implementation costs) resulting from using the VECP on this, the instant contract. If this is a service contract, the instant unit cost reduction is normally equal to the number of hours per line-item task saved by using the VECP on this contract, multiplied by the appropriate contract labor rate.

"Negative instant contract savings" means the increase in the cost or price of this contract when the acceptance of a VECP results in an excess of the Contractor's allowable development and implementation costs over the product of the instant unit cost reduction multiplied by the number of instant contract units affected.

"Net acquisition savings" means total acquisition savings, including instant, concurrent, and future contract savings, less Government costs.

"Sharing base," as used in this clause, means the number of affected end items on contracts of the contracting office accepting the VECP.

Sharing period, as used in this clause, means the period beginning with acceptance of the first unit incorporating the VECP and ending at a calendar date or event determined by the contracting officer for each VECP.

"Unit," as used in this clause, means the item or task to which the Contracting Officer and the Contractor agree the VECP applies.

"Value engineering change proposal (VECP)" means a proposal that--

(1) Requires a change to this, the instant contract, to implement; and

(2) Results in reducing the overall projected cost to the agency without impairing essential functions or characteristics; provided, that it does not involve a change--

(i) In deliverable end item quantities only;

(ii) In research and development (R&D) end items or R&D test quantities that is due solely to results of previous testing under this contract; or

(iii) To the contract type only.

(c) VECP preparation. As a minimum, the Contractor shall include in each VECP the information described in subparagraphs (1) through (8) below. If the proposed change is affected by contractually required configuration management or similar procedures, the instructions in those procedures relating to format, identification, and priority assignment shall govern VECP preparation. The VECP shall include the following:

(1) A description of the difference between the existing contract requirement and the proposed requirement, the comparative advantages and disadvantages of each, a justification when an item's function or characteristics are being altered, the effect of the change on the end item's performance, and any pertinent objective test data.

(2) A list and analysis of the contract requirements that must be changed if the VECP is accepted, including any suggested specification revisions.

(3) Identification of the unit to which the VECP applies.

(4) A separate, detailed cost estimate for (i) the affected portions of the existing contract requirement and (ii) the VECP. The cost reduction associated with the VECP shall take into account the Contractor's allowable development and implementation costs, including any amount attributable to subcontracts under the Subcontracts paragraph of this clause, below.

(5) A description and estimate of costs the Government may incur in implementing the VECP, such as test and evaluation and operating and support costs.

(6) A prediction of any effects the proposed change would have on collateral costs to the agency.

(7) A statement of the time by which a contract modification accepting the VECP must be issued in order to achieve the maximum cost reduction, noting any effect on the contract completion time or delivery schedule.

(8) Identification of any previous submissions of the VECP, including the dates submitted, the agencies and contract numbers involved, and previous Government actions, if known.

(d) Submission. The Contractor shall submit VECP's to the Contracting Officer, unless this contract states otherwise. If this contract is administered by other than the contracting office, the Contractor shall submit a copy of the VECP simultaneously to the Contracting Officer and to the Administrative Contracting Officer.

(e) Government action. (1) The Contracting Officer will notify the Contractor of the status of the VECP within 45 calendar days after the contracting office receives it. If additional time is required, the Contracting Officer will notify the Contractor within the 45-day period and provide the reason for the delay and the expected date of the decision. The Government will process VECP's expeditiously; however, it shall not be liable for any delay in acting upon a VECP.

(2) If the VECP is not accepted, the Contracting Officer will notify the Contractor in writing, explaining the reasons for rejection. The Contractor may withdraw any VECP, in whole or in part, at any time before it is accepted by the Government. The Contracting Officer may require that the Contractor provide written notification before undertaking significant expenditures for VECP effort.

(3) Any VECP may be accepted, in whole or in part, by the Contracting Officer's award of a modification to this contract citing this clause and made either before or within a reasonable time after contract performance is

completed. Until such a contract modification applies a VECP to this contract, the Contractor shall perform in accordance with the existing contract. The decision to accept or reject all or part of any VECP is a unilateral decision made solely at the discretion of the Contracting Officer.

(f) Sharing rates. If a VECP is accepted, the Contractor shall share in net acquisition savings according to the percentages shown in the table below. The percentage paid the Contractor depends upon (1) this contract's type (fixed-price, incentive, or cost-reimbursement), (2) the sharing arrangement specified in paragraph (a) above (incentive, program requirement, or a combination as delineated in the Schedule), and (3) the source of the savings (the instant contract, or concurrent and future contracts), as follows:

CONTRACTOR'S SHARE OF NET ACQUISITION SAVINGS
(Figures in percent)

Contract Type	Incentive (Voluntary)		Program Requirement (Mandatory)	
	Instant Contract Rate	Concurrent and Future Contract Rate	Instant Contract Rate	Concurrent and Future Contract Rate
Fixed-price (includes fixed-price-award-fee; excludes other fixed-price incentive contracts)	(1) 50	(1) 50	(1) 25	25
Incentive (fixed-price or cost) (other than award fee)	(2)	(1) 50	(2)	25
Cost-reimbursement (includes cost-plus-award-fee; excludes other cost-type incentive Contracts)	(3) 25	(3) 25	15	15

(1) The Contracting Officer may increase the Contractor's sharing rate to as high as 75 percent for each VECP.

(2) Same sharing arrangement as the contract's profit or fee adjustment formula.

(3) The Contracting Officer may increase the Contractor's sharing rate to as high as 50 percent for each VECP.

(g) Calculating net acquisition savings.

(1) Acquisition savings are realized when (i) the cost or price is reduced on the instant contract, (ii) reductions are negotiated in concurrent contracts, (iii) future contracts are awarded, or (iv) agreement is reached on a lump-sum payment for future contract savings (see subparagraph (i)(4) below). Net acquisition savings are first realized, and the Contractor shall be paid a share, when Government costs and any negative instant contract savings have been fully offset against acquisition savings.

(2) Except in incentive contracts, Government costs and any price or cost increases resulting from negative instant contract savings shall be offset against acquisition savings each time such savings are realized until they are fully offset. Then, the Contractor's share is calculated by multiplying net acquisition savings by the appropriate Contractor's percentage sharing rate (see paragraph (f) above). Additional Contractor shares of net acquisition savings shall be paid to the Contractor at the time realized.

(3) If this is an incentive contract, recovery of Government costs on the instant contract shall be deferred and offset against concurrent and future contract savings. The Contractor shall share through the contract incentive structure in savings on the instant contract items affected. Any negative instant contract savings shall be added to the target cost or to the target price and ceiling price, and the amount shall be offset against concurrent and future contract savings.

(4) If the Government does not receive and accept all items on which it paid the Contractor's share, the Contractor shall reimburse the Government for the proportionate share of these payments.

(h) Contract adjustment. The modification accepting the VECP (or a subsequent modification issued as soon as possible after any negotiations are completed) shall--

(1) Reduce the contract price or estimated cost by the amount of instant contract savings, unless this is an incentive contract;

(2) When the amount of instant contract savings is negative, increase the contract price, target price and ceiling price, target cost, or estimated cost by that amount;

(3) Specify the Contractor's dollar share per unit on future contracts, or provide the lump-sum payment;

(4) Specify the amount of any Government costs or negative instant contract savings to be offset in determining net acquisition savings realized from concurrent or future contract savings; and

(5) Provide the Contractor's share of any net acquisition savings under the instant contract in accordance with the following:

(i) Fixed-price contracts--add to contract price.

(ii) Cost-reimbursement contracts--add to contract fee.

(i) Concurrent and future contract savings.

(1) Payments of the Contractor's share of concurrent and future contract savings shall be made by a modification to the instant contract in accordance with subparagraph (h)(5) above. For incentive contracts, shares shall be added as a separate firm-fixed-price line item on the instant contract. The Contractor shall maintain records adequate to identify the first delivered unit for 3 years after final payment under this contract.

(2) The Contracting Officer shall calculate the Contractor's share of concurrent contract savings by (i) subtracting from the reduction in price negotiated on the concurrent contract any Government costs or negative instant contract savings not yet offset and (ii) multiplying the result by the Contractor's sharing rate.

(3) The Contracting Officer shall calculate the Contractor's share of future contract savings by (i) multiplying the future unit cost reduction by the number of future contract units scheduled for delivery during the sharing period, (ii) subtracting any Government costs or negative instant contract savings not yet offset, and (iii) multiplying the result by the Contractor's sharing rate.

(4) When the Government wishes and the Contractor agrees, the Contractor's share of future contract savings may be paid in a single lump sum rather than in a series of payments over time as future contracts are awarded. Under this alternate procedure, the future contract savings may be calculated when the VECP is accepted, on the basis of the Contracting Officer's forecast of the number of units that will be delivered during the sharing period. The Contractor's share shall be included in a modification to this contract (see subparagraph (h)(3) above) and shall not be subject to subsequent adjustment.

(5) Alternate no-cost settlement method. When, in accordance with subsection 48.104-4 of the Federal Acquisition Regulation, the Government and the Contractor mutually agree to use the no-cost settlement method, the following applies:

- (i) The Contractor will keep all the savings on the instant contract and on its concurrent contracts only.
- (ii) The Government will keep all the savings resulting from concurrent contracts placed on other sources, savings from all future contracts, and all collateral savings.
- (j) Collateral savings. If a VECP is accepted, the Contracting Officer will increase the instant contract amount, as specified in paragraph (h)(5) of this clause, by a rate from 20 to 100 percent, as determined by the Contracting Officer, of any projected collateral savings determined to be realized in a typical year of use after subtracting any Government costs not previously offset. However, the Contractor's share of collateral savings will not exceed the contract's firm-fixed-price, target price, target cost, or estimated cost, at the time the VECP is accepted, or \$100,000, whichever is greater. The Contracting Officer will be the sole determiner of the amount of collateral savings.
- (k) Relationship to other incentives. Only those benefits of an accepted VECP not rewardable under performance, design-to-cost (production unit cost, operating and support costs, reliability and maintainability), or similar incentives shall be rewarded under this clause. However, the targets of such incentives affected by the VECP shall not be adjusted because of VECP acceptance. If this contract specifies targets but provides no incentive to surpass them, the value engineering sharing shall apply only to the amount of achievement better than target.
- (l) Subcontracts. The Contractor shall include an appropriate value engineering clause in any subcontract of \$100,000 or more and may include one in subcontracts of lesser value. In calculating any adjustment in this contract's price for instant contract savings (or negative instant contract savings), the Contractor's allowable development and implementation costs shall include any subcontractor's allowable development and implementation costs, and any value engineering incentive payments to a subcontractor, clearly resulting from a VECP accepted by the Government under this contract. The Contractor may choose any arrangement for subcontractor value engineering incentive payments; provided, that the payments shall not reduce the Government's share of concurrent or future contract savings or collateral savings.
- (m) Data. The Contractor may restrict the Government's right to use any part of a VECP or the supporting data by marking the following legend on the affected parts:
- "These data, furnished under the Value Engineering clause of contract , shall not be disclosed outside the Government or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering change proposal submitted under the clause. This restriction does not limit the Government's right to use information contained in these data if it has been obtained or is otherwise available from the Contractor or from another source without limitations."

If a VECP is accepted, the Contractor hereby grants the Government unlimited rights in the VECP and supporting data, except that, with respect to data qualifying and submitted as limited rights technical data, the Government shall have the rights specified in the contract modification implementing the VECP and shall appropriately mark the data. (The terms "unlimited rights" and "limited rights" are defined in Part 27 of the Federal Acquisition Regulation.)

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.legal.gsa.gov> or <http://www.dtic.mil/dfars>

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

252.225-7043 ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS
OUTSIDE THE UNITED STATES (JUN 1998)

(a) Except as provided in paragraph (b) of this clause, the Contractor and its subcontractors, if performing or traveling outside the United States under this contract, shall--

- (1) Affiliate with the Overseas Security Advisory Council, if the Contractor or subcontractor is a U.S. entity;
- (2) Ensure that Contractor and subcontractor personnel who are U.S. nationals and are in-country on a non-transitory basis, register with the U.S. Embassy, and that Contractor and subcontractor personnel who are third country nationals comply with any security related requirements of the Embassy of their nationality;
- (3) Provide, to Contractor and subcontractor personnel, antiterrorism/force protection awareness information commensurate with that which the Department of Defense (DoD) provides to its military and civilian personnel and their families, to the extent such information can be made available prior to travel outside the United States; and
- (4) Obtain and comply with the most current antiterrorism/force protection guidance for Contractor and subcontractor personnel.

(b) The requirements of this clause do not apply to any subcontractor that is--

- (1) A foreign government;
- (2) A representative of a foreign government; or
- (3) A foreign corporation wholly owned by a foreign government.

(c) Information and guidance pertaining to DoD antiterrorism/force protection can be obtained from the Naval Criminal Investigative Service (NCIS), Code 24; telephone, DSN 228-9113 or commercial (202) 433-9113.

(End of clause)

CAR-I01 CONTRACTING OFFICER'S REPRESENTATIVE (COR) (JUN 1996) (NSWCCD)

(a) The COR for this contract is:

Name: Debra Krouse
Mailing Address: Carderock Division, Naval Surface Warfare Center
5001 S. Broad Street, Philadelphia, PA 19112-1403
Code: 9433
Telephone No.: 215-897-1332

(b) The COR will act as the Contracting Officer's representative for technical matters, providing technical direction and discussion, as necessary, with respect to the specification or statement of work, and monitoring the progress and quality of contractor performance. The COR is not an Administrative Contracting Officer and does not have authority to direct the accomplishment of effort which is beyond the scope of the statement of work in the contract (or delivery/task order).

(c) When, in the opinion of the contractor, the COR requests effort outside the existing scope of the contract (or delivery/task order), the contractor shall promptly notify the contracting officer (or ordering officer) in writing. No action shall be taken by the contractor under such direction until the contracting officer has issued a modification to the contract (or in the case of a delivery/task order, until the ordering officer has issued a modification to the delivery/task order); or until the issue has been otherwise resolved.

CAR-I04 ISSUANCE OF ORDERS BASED SOLELY ON GOVERNMENT ESTIMATE (MAY 1998) (NSWCCD)

(a) When the Government determines, in circumstances of emergency or exigency, that the need for specific supplies or services is unusually urgent, the Contracting Officer/Ordering Officer may issue an order based solely on the Government estimate, requiring the contractor to provide the supplies or services specified without having an opportunity to review the Government estimate before the order is issued. This type of order shall be a unilaterally priced order under which the requirement to provide supplies or services is subject to either the clause FAR 52.232-20, "Limitation of Cost" or FAR 52.232-22, "Limitation of Funds" applicable to the particular order involved.

(b) The unilaterally priced order shall specify the estimated cost and fee and the desired delivery schedule for the work being ordered. The Government's desired delivery shall apply unless the Contracting Officer/Ordering Officer receives written notification from the Contractor within fifteen (15) days after receipt of the order that the proposed delivery schedule is not acceptable. Such notification shall propose an alternative delivery schedule. The Contractor shall either provide written acceptance of the order or submit its cost proposal within thirty (30) days after receipt of the order. If the contractor provides written acceptance of the order as issued, it shall be considered negotiated and no bilateral modification shall be required.

(c) The contractor shall include in its proposal a statement of costs incurred and an estimate of costs expected to complete the work. Data supporting the accuracy and reliability of the cost estimate should also be included. After submission of the contractor's cost proposal and supporting data, the contractor and the Contracting Officer/Ordering Officer shall negotiate a bilateral modification to the original order finalizing the price and delivery schedule, which will be specified in a bilateral modification to the original order within 60 days after submission of the contractor's proposal.

(d) Should the Government and the contractor be unable to reach an agreement as to the terms of the order, the conflict shall be referred to the Contracting Officer who shall issue such direction as is required by the circumstances. If a bilateral agreement is not negotiated within sixty (60) days after submission of the contractor's cost proposal, the Contracting Officer/Ordering Officer will issue a modification to the unilaterally priced order which establishes the Government's total estimated cost for the order. This price will remain in effect unless the contractor requests the price to be negotiated by submission of a proposal.

(e) Failure to arrive at an agreement shall be considered a dispute in accordance with the clause entitled "Disputes."

CAR-I07 LIMITATION OF LIABILITY/INCREMENTAL FUNDING (JUN 1996) (NSWCCD)

(a) Delivery orders issued under any resulting contract(s) may be incrementally funded and will be subject to the provisions of the clause FAR 52.232-22, "Limitation of Funds (Apr 1984)" in Section I of this contract. As a result, no legal liability on the part of the Government for payment in excess of the amount of funding obligated under a delivery order(s) shall arise unless additional funds are made available and are incorporated as a modification to the order(s).

CAR-I08 SUBSTITUTION OR ADDITION OF KEY PERSONNEL (JUN 1996) (NSWCCD)

(a) The contractor agrees to assign to the contract those persons whose resumes, personnel data forms or personnel qualification statements were submitted as required by Section L of the solicitation to fill the requirements of the contract. No substitutions or additions of personnel shall be made except in accordance with this provision.

(b) The contractor agrees that during the first 180 days of the contract performance period, no personnel substitutions or additions will be permitted unless such substitutions or additions are necessitated by an individual's sudden illness, death or termination of employment. In any of these events, the contractor shall promptly notify the contracting officer and provide the information required by paragraph (d) below.

(c) If personnel for whatever reason become unavailable for work under the contract for a continuous period exceeding thirty (30) working days, or are expected to devote substantially less effort to the work than indicated in the proposal, the contractor shall propose a substitution of such personnel, in accordance with paragraph (d) below.

(d) All proposed substitutions or additions shall be submitted, in writing, to the Contracting Officer at least fifteen (15) days (thirty (30) days if a security clearance must be obtained) prior to the proposed substitution or addition. Each request shall provide a detailed explanation of the circumstances necessitating the proposed substitution or addition, and a complete resume, including annual salary, for the proposed substitute or addition as well as any other information required by the Contracting Officer to approve or disapprove the proposed substitution or addition. All proposed substitutes or additions (no matter when they are proposed during the performance period) shall have qualifications that are equal to or higher than the qualifications of the person being replaced or the average qualifications of the people in the category which is being added to.

(e) In the event a requirement to increase the specified level of effort for a designated labor category, but not the overall level of effort of the contract occurs, the contractor shall submit to the Contracting Officer a written request for approval to add personnel to the designated labor category. The information required is the same as that required in paragraph (d) above. The additional personnel shall have qualifications greater than or equal to at least one (1) of the individuals proposed for the designated labor category.

(f) The Contracting Officer shall evaluate requests for substitution and/or addition of personnel and promptly notify the contractor, in writing, of whether the request is approved or disapproved.

(g) If the Contracting Officer determines that suitable and timely replacement of personnel who have been reassigned, terminated or have otherwise become unavailable to perform under the contract is not reasonably forthcoming or that the resultant reduction of productive effort would impair the successful completion of the contract or the delivery/task order, the contract may be terminated by the Contracting Officer for default or for the convenience of the Government, as appropriate. Alternatively, at the Contracting Officer's discretion, if the Contracting Officer finds the contractor to be at fault for the condition, he may equitably adjust (downward) the contract price or fixed fee to compensate the Government for any delay, loss or damage as a result of the contractor's action.

CAR-I10 AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER (JUN 1996) (NSWCCD)

(a) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the Contractor's facilities or in any other manner communicates with Contractor personnel during the performance of this contract shall constitute a change under the "Changes" clause of this contract.

(b) The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the Contracting Officer's. In the event the contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address and telephone number of the Contracting Officer is:

NAME Mr. R. Sieger
ADDRESS Carderock Division, Naval Surface Warfare Center
Bldg. 4, Code 3351
5001 S. Broad Street, Philadelphia, PA 19112-1403
TELEPHONE 215-897-7055

CAR-I17 ORDERING PROCEDURES FOR DELIVERY/TASK ORDERS ISSUED UNDER MULTIPLE AWARD CONTRACTS (APR 2001) (NSWCCD)

(a) This contract is one of two or more contracts that were awarded under a single solicitation for the same or similar supplies or services. The term "contract awardee" refers to each Contractor receiving such an award.

(b) The Naval Surface Warfare Center, Carderock Division, is the activity authorized to issue delivery/task orders. All orders shall contain the date of order, contract number and delivery/task order number, description of the scope of work to be accomplished, estimated cost plus fixed fee, material and travel costs, delivery or performance schedule, place of performance, accounting/appropriation data and any other pertinent information.

(c) No protest under FAR Subpart 33.1 is authorized in connection with the issuance or proposed issuance of an order except for a protest on the grounds that the order increases the scope, period, or maximum value of the contract (10 United States Code 2304c(d) and 41 United States Code 253j(d)).

(d) Procedures for the issuance of individual delivery/task orders. The competition requirements in FAR Part 6 and the source selection policies in FAR Subpart 15.3 do not apply to the ordering process. However, each contract awardee shall be provided a fair opportunity to be considered for each proposed order in excess of \$2,500.00 except as provided in paragraph (e) of this clause. The Contracting Officer/Ordering Officer shall, in making decisions in the award of any individual delivery/task order, consider factors such as past performance, earlier orders under this contract, quality of deliverables, cost control, price, cost or other factors that are relevant to the award of a delivery/task order under this contract. The Contracting Officer/Ordering Officer need not contact each of the contract awardees before selecting an order awardee if the Contracting Officer/Ordering Officer has information available to ensure that each contract awardee is provided a fair opportunity to be considered for each order.

(e) A contract awardee need not be given an opportunity to be considered for a particular order in excess of \$2,500.00 if the Contracting Officer/Ordering Officer determines that:

(1) The agency need for such services is so urgent that providing a fair opportunity would result in unacceptable delays

(2) Only one contract awardee is capable of providing the supplies or services required at the level of quality required because the supplies or services ordered are unique or highly specialized.

(3) The order must be issued on a sole-source basis in the interest of economy and efficiency as a logical follow-on to an order already issued under the contract, provided that all contract awardees were given a fair opportunity to be considered for the original order.

(4) It is necessary to place an order to satisfy a minimum guarantee.

(f) In those instances where one or more of the circumstances in paragraph (e) of this clause applies, the Contracting Officer/Ordering Officer may elect to use the streamlined procedures in paragraphs (1) through (3) of this paragraph (f). In the case of urgency, the Contracting Officer/Ordering Officer may elect to use either these streamlined procedures or the procedures described in paragraph (g) of this clause.

(1) For each proposed order, the Contracting Officer/Ordering Officer will provide the Contractor with a statement of work (SOW) and an independent Government cost estimate (IGCE).

(2) Within three (3) working days of receipt of the SOW and IGCE, the Contractor will respond with a confirmation letter agreeing to perform the SOW within the IGCE. If the requirement remains valid and the Contracting Officer/Ordering Officer determines the IGCE to represent a fair and reasonable price, a fully negotiated, priced order will be issued to the Contractor.

(3) If the Contractor does not agree with the SOW and/or IGCE, a proposal will be submitted to the Contracting Officer/Ordering Officer within five (5) working days of receipt of the SOW and IGCE, addressing only the specific areas of differences. Once the differences are resolved between the Contracting Officer/Ordering Officer and the Contractor, and the Contracting Officer/Ordering Officer determines that the price is fair and reasonable, a fully negotiated, priced order will be issued to the Contractor.

(g) In the event the need for such services is so urgent that providing a fair opportunity would result in unacceptable delays, the Contracting Officer/Ordering Officer may issue an order based solely on the Government estimate, requiring the Contractor to provide the supplies or services specified without having an opportunity to review the Government estimate before the order is issued. This type of order shall be a unilaterally priced order and processed in accordance with the clause entitled "Issuance of Orders Based Solely on Government Estimate" which appears elsewhere in this contract.

(h) In accordance with section 5216.505 of the Navy Acquisition Procedures Supplement (NAPS), the task order contract and delivery order contract ombudsman responsible for reviewing complaints from contractors on task order contracts and delivery order contracts is the Navy Competition Advocate General. The Navy Competition Advocate General is the Deputy for Acquisition and Business Management, Office of the Assistant Secretary of the Navy (Research, Development and Acquisition). Contractors are encouraged to settle their complaints through the Competition Advocate chain of command, seeking review by the Command Competition Advocate at the Naval Sea Systems Command Headquarters before taking their complaints to the Navy Competition Advocate General.

CAR-I18 TECHNICAL INSTRUCTIONS (DEC 2001)

(a) Performance of the work hereunder may be subject to written technical instructions signed by the Contracting Officer's Representative specified in Section I of this contract. As used herein, technical instructions are defined to include the following:

(1) Directions to the Contractor that suggest pursuit of certain lines of inquiry, shift work emphasis, fill in details or otherwise serve to accomplish the contractual statement of work.

(2) Guidelines to the Contractor that assist in the interpretation of drawings, specifications or technical portions of work description.

(b) Technical instructions must be within the general scope of work stated in the contract. Technical instructions may not be used to: (1) assign additional work under the contract; (2) direct a change as defined in the "Changes" clause of this contract; (3) increase or decrease the contract price or estimated contract amount (including fee), as applicable, the level of effort, or the time required for contract performance; or (4) change any of the terms, conditions or specifications of the contract.

(c) If, in the opinion of the Contractor, any technical instruction calls for effort outside the scope of the contract or is inconsistent with this requirement, the Contractor shall notify the Contracting Officer in writing within ten (10) working days after the receipt of any such instruction. The Contractor shall not proceed with the work affected by the technical instruction unless and until the Contracting Officer notifies the Contractor that the technical instruction is within the scope of this contract.

(d) Nothing in the paragraph (c) of this clause shall be construed to excuse the Contractor from performing that portion of the contractual work statement which is not affected by the disputed technical instruction.

SECTION J List of Documents, Exhibits and Other Attachments

Exhibit (A): DD Form 1423, Contract Data Requirements List, pages 1 through 21

Exhibit (B): DD Form 254, Contract Security Classification Specification

SECTION K Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY REFERENCE:

52.203-11	Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions	APR 1991
52.222-38	Compliance with Veterans' Employment Reporting Requirements	DEC 2001
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	MAR 1998
252.227-7028	Technical Data or Computer Software Previously Delivered to the Government	JUN 1995

CLAUSES INCORPORATED BY FULL TEXT

52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (MAY 1999)

(a) Definition. Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it () is a women-owned business concern.

(End of provision)

52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are () are not () presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have () have not (), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are () are not () presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has () has not (), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

52.215-6 PLACE OF PERFORMANCE (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, () intends, () does not intend [check applicable block] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

**Place of Performance(Street Address, City, State,
County, Zip Code)**

**Name and Address of Owner and Operator of the
Plant or Facility if Other Than Offeror or
Respondent**

(End of provision)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2002) ALTERNATE I (APR 2002)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 541330.

(2) The small business size standard is \$15.5 million.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(6) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, as part of its offer, that--

(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(7) (Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.) The offeror shall check the category in which its ownership falls:

() Black American.

() Hispanic American.

() Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

() Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

() Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

() Individual/concern, other than one of the preceding.

(c) Definitions. As used in this provision--

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

Women-owned small business concern means a small business concern --

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

The offeror represents that --

(a) ☐ It has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) ☐ It has, ☐ has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that

(a) ☐ it has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

(b) ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (OCT 2000)

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons:
(Check each block that is applicable.)

☐ (i) The facility does not manufacture, process or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313.(b)(1)(A) of EPCRA 42 U.S.C. 11023(b)(1)(A);

☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

☐ (iv) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or

[] (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (JUN 2000)

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. DISCLOSURE STATEMENT--COST ACCOUNTING PRACTICES AND CERTIFICATION

(a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

CAUTION: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

(1) Certificate of Concurrent Submission of Disclosure Statement.

The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows: (i) original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable, and (ii) one copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: _____ Name and Address of Cognizant ACO or Federal Official Where Filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

(2) Certificate of Previously Submitted Disclosure Statement.

The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: _____ Name and Address of Cognizant ACO or Federal Official Where Filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

(3) Certificate of Monetary Exemption.

The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling more than \$50 million (of which at least one award exceeded \$1 million) in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

(4) Certificate of Interim Exemption.

The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

CAUTION: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. COST ACCOUNTING STANDARDS--ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

() The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

CAUTION: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$25 million or more.

III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

() YES () NO

(End of clause)

252.209-7002 DISCLOSURE OF OWNERSHIP OR CONTROL BY A FOREIGN GOVERNMENT (SEP 1994)

(a) Definitions. As used in this provision--

(1) "Entity controlled by a foreign government" means--

(i) Any domestic or foreign organization or corporation that is effectively owned or controlled by a foreign government; or

(ii) Any individual acting on behalf of a foreign government.

(2) "Effectively owned or controlled" means that a foreign government or any entity controlled by a foreign government has the power, either directly or indirectly, whether exercised or exercisable, to control or influence the election or appointment of the Offeror's officers, directors, partners, regents, trustees, or a majority of the Offeror's board of directors by means, e.g., ownership, contract, or operation of law.

(3) "Foreign government" means any governing body organized and existing under the laws of any country other than the United States and its possessions and trust territories and any agent or instrumentality of that government.

(4) "Proscribed information" means--

(i) Top Secret information;

(ii) Communications Security (COMSEC) information, except classified keys used to operate secure telephone unites (STU IIIs);

(iii) Restricted Data as defined in the U.S. Atomic Energy Act of 1954, as amended;

(iv) Special Access Program (SAP) information; or

(v) Sensitive Compartmental Information (SCI).

(b) Prohibition on award. No contract under a national security program may be awarded to a company owned by an entity controlled by a foreign government if that company requires access to proscribed information to perform the contract, unless the Secretary of Defense or designee has waived application of 10 U.S.C.2536(a).

(c) Disclosure.

The Offeror shall disclose any interest a foreign government has in the Offeror when that interest constitutes control by a foreign government as defined in this provision. If the Offeror is a subsidiary, it shall also disclose any reportable interest a foreign government has in any entity that owns or controls the subsidiary, including reportable interest concerning the Offeror's immediate parent, intermediate parents, and the ultimate parent. Use separate paper as needed, and provide the information in the following format:

Offeror's Point of Contact for Questions about Disclosure

(Name and Phone Number with Country Code, City Code and Area Code, as applicable)

Name and Address of Offeror

Name and Address of Entity
Controlled by a Foreign Government

Description of Interest, Ownership
Percentage, and Identification of
Foreign Government

(End of provision)

252.225-7000 BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM CERTIFICATE
(SEP 1999)

(a) Definitions. Domestic end product, qualifying country, qualifying country end product, and qualifying country end product have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) Evaluation. Offers will be evaluated by giving preference to domestic end products and qualifying country end products over nonqualifying country end products.

(c) Certifications. (1) The Offeror certifies that--

(i) Each end product, except those listed in paragraphs (c) (2) or (3) of this provision, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The Offeror certifies that the following end products are qualifying country end products:

Qualifying Country End Products

Line Item Number

Country of Origin

(List only qualifying country end products.)

(3) The Offeror certifies that the following end products are nonqualifying country end products:

Nonqualifying Country End Products

Line Item Number

Country of Origin (If known)

(End of provision)

252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it:

____ (1) Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

____ (2) Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the

Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

CAR-K01 ELECTRONIC DISTRIBUTION OF CONTRACT DOCUMENTS (NOV 2000)

(a) The Navy Air Force Interface (NAFI) provides World Wide Web access to documents used to support the procurement, contract administration, bill paying, and accounting processes. NAFI is being used by the Naval Surface Warfare Center, Carderock Division to electronically distribute all contract award and contract modification documents, including task and delivery orders. The contractor's copy will be provided in portable document format (pdf) as an attachment to an e-mail that will be sent to the contractor by the NAFI system. A pdf file may be accessed using Adobe Acrobat Reader which is a free software that may be downloaded at <http://www.adobe.com/products/acrobat/readstep.html>.

(b) Offerors must provide the following information that will be used to make electronic distribution for any resultant contract.

Name of Point of Contact _____

Phone Number for Point of Contact _____

E-mail Address for Receipt of Electronic Distribution _____

SECTION L Instructions, Conditions and Notices to Bidders

CLAUSES INCORPORATED BY REFERENCE:

52.204-6	Data Universal Numbering System (DUNS) Number	JUN 1999
52.215-1	Instructions to Offerors--Competitive Acquisition	MAY 2001
52.216-27	Single or Multiple Awards	OCT 1995
52.222-24	Preaward On-Site Equal Opportunity Compliance Evaluation	FEB 1999
52.222-46	Evaluation Of Compensation For Professional Employees	FEB 1993
52.237-10	Identification of Uncompensated Overtime	OCT 1997
252.227-7017	Identification and Assertion of Use, Release, or Disclosure Restrictions	JUN 1995

CLAUSES INCORPORATED BY FULL TEXT

52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997)—ALTERNATE IV (OCT 1997)

(a) Submission of cost or pricing data is not required.

(b) In order to assist the Government in determining cost reasonableness/realism, offerors shall submit cost information that does not meet the definition of cost or pricing data at FAR 2.101 as detailed in the “Cost Proposal” requirements contained in Clause CAR L11, entitled “Proposal Preparation Requirement (JUL 2002) (NSWCCD),” in Section L of this solicitation. This cost information shall also be provided for any proposed subcontractor effort; however, in accordance with Clause 52.215-12 herein, if the proposed subcontractor cost exceeds the threshold at FAR 15.403-4, the contractor shall require the subcontractor to submit cost or pricing data, unless an exemption under FAR 15.403-1 applies. In addition to providing subcontractor cost information or cost or pricing data, offerors shall conduct appropriate cost or price analyses to establish the reasonableness of subcontractor costs in accordance with FAR 15.404-3 and provide the cost or price analyses as part of their Cost Proposal.

(End of provision)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a cost-plus-fixed-fee contract resulting from this solicitation.

(End of clause)

52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

R. Sieger, Contracting Officer, Code 3351
 Carderock Division, Naval Surface Warfare Center
 5001 S. Broad Street
 Philadelphia, PA 19112-1403

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

CAR-L08 RESUME REQUIREMENTS (JUN 1996) (NSWCCD)

(a) The following information must be provided in the cost proposal for each resume required to be submitted in the technical proposal:

- (1) estimated annual salary;
- (2) total estimated annual hours;
- (3) total estimated hour to be worked under the proposed contract.

Failure to provide this information may impact the Government's evaluation of contractors' proposals. If this information is proprietary to subcontractors, it may be provided under separate cover; however, it must be easily identifiable and readily combined with the rest of the proposal.

CAR-L11 PROPOSAL PREPARATION REQUIREMENT (JUN 2002) (NSWCCD)

It is requested that offerors prepare their proposals in accordance with the following organization, content and format requirements to assist the government in making a complete and thorough evaluation of all proposals. Proposals shall be submitted as three separate documents, as follows:

Documents	Original	Copies
Solicitation, Offer and Award Document (SF-33)	1	1
Technical Proposal	1	5
Cost Proposal	1	2

The "originals" shall be clearly identified as the "ORIGINAL", and bear the original signature(s) of the offeror. The "copies" shall be complete and clearly identified as "COPY" or "DUPLICATE".

In order to facilitate the evaluation process, it is requested that offerors also submit their cost proposal spreadsheets on diskette (in addition to the hard copy requirements stated above). Diskettes shall be in 3.5 inch, high density format, and it is requested that the spreadsheet files be compatible with Windows 95 Version 4.0, Excel 97 Version 8.0. The provision of these spreadsheet files on diskette in no way relinquishes the offeror's responsibility to provide hard copies of the cost proposal.

(1) SOLICITATION, OFFER AND AWARD DOCUMENTS (SF-33 RFP)

This document, which may be used as part of the contract award document, shall be fully executed and returned as a separate document from the technical and cost proposals. Special attention should be taken to accurately enter the prices required in Section B, complete all Representations and Certifications in Section K and ensure that an authorized person signs the offer in Block 17 of Page 1.

The document SHALL NOT be embellished with any cover or binding. If the offeror makes any qualifications to any provisions in the RFP, all such qualifications shall be listed in a cover letter to the proposal. Qualifications may also be annotated on the Solicitation, Offer and Award document, if such annotation is necessary to clarify the qualifications.

(2) TECHNICAL PROPOSAL

The technical/management proposal should be written so that management and engineering oriented personnel can make a thorough evaluation and arrive at a sound determination as to whether the proposal meets the requirements of this solicitation. To this end, the technical proposal shall be so specific, detailed and complete as to clearly and

fully demonstrate that the prospective contractor has a thorough understanding of the technical requirements contained in Section C of this solicitation.

Statements such as "the offeror understands," "will comply with the statement of work," "standard procedures will be employed," "well known techniques will be used" and general paraphrasing of the statement of work are considered inadequate. The technical proposal must provide details concerning what the contractor will do and how it will be done. This includes a full explanation of the techniques, disciplines, and procedures proposed to be followed.

The technical proposal shall not contain any reference to cost; however, information concerning labor allocation and categories, consultants, travel, materials, equipment and any information of interest to technical reviewers shall be contained in the technical proposal in sufficient detail so that the offeror's understanding of the scope of the work may be adequately evaluated. The technical proposal shall be page numbered, contain a table of contents, be organized in the following six (6) sections, and shall address in detail the following information:

SECTION 1 - INTRODUCTION (Maximum length: 5 pp.)

This section shall provide any necessary background information and an overview of the proposal which the offeror believes will assist in the understanding and accurate evaluation of the proposal.

SECTION 2 - PERSONNEL QUALIFICATIONS (Maximum length: 20 pp - not including resumes. Individual resumes shall not exceed 4 pp. in length)

In this section, the offeror shall identify proposed individual(s) for each labor position designated as key personnel and indicate the tasks for which the person is proposed. Resumes shall be submitted for all key personnel (as identified below) to be assigned to the proposed contract. Resumes shall include the relevant qualifications, background and experience for all such key personnel in sufficient detail to demonstrate the capability of such personnel to accomplish the work described in the Statement of Work. The work history of each key person should contain experience directly related to the tasks and functions he/she is intended to perform under the proposed contract.

Offerors shall indicate limitations on the availability of any proposed personnel, if any. If a proposed individual is currently employed by the offeror, the offeror shall discuss how they intend to cover the personnel requirements on this requirement, as well as any other contract(s) for which the proposed personnel are assigned, and indicate their availability (to work on this requirement) and their tenure. If the individual is not currently employed by the offeror, explain the rationale for proposing that person and include their letter of intent. Resumes shall be provided for all proposed subcontractor personnel and consultants, and the rationale for their use.

A summary table, in matrix format, shall also be provided to indicate personnel qualifications and experience.

If subcontractors are to be used, resumes of the key personnel shall be included in this section, with the present company affiliation clearly identified. All of the requirements of this section shall apply to the use of subcontractor personnel, as well as the prime contractor's personnel. Offerors shall provide at least one resume for the proposed Program Manager, Senior Engineer, Project Engineer, Program Analyst and Programmer, at least four resumes for the proposed Engineers and Logisticians and at least fifteen, but no more than twenty, resumes for the proposed Senior Engineering Technicians.

Offerors shall provide resumes having the following desired education and levels of professional and technical experience. The specialized experience included as part of the desired qualification shall have been obtained in the fields of endeavor indicated by the applicable labor categories listed below, and may have been gained concurrently unless otherwise specified.

1. PROGRAM MANAGER (Key Personnel) (At least one resume)

1. Bachelor's Degree in an engineering discipline from an accredited college or university, or P.E. license or equivalent work experience.
2. Ten (10) years experience in management of engineering projects involving maintenance, repair, testing, product improvement, or alteration of naval ship Hull, Mechanical, Electrical, and Electronic, and Ordnance systems and equipment. Direct experience with developing, modifying and reviewing naval shipboard technical documentation is desired. The 10 years should include the following, which could have been obtained concurrently.
 - a. Six (6) years of working experience in managing engineering projects involved in design, test, maintenance or operation of Hull, Mechanical, Electrical, Electronic, Ordnance Systems and equipment.
 - b. Three (3) years working experience in engineering and logistic projects involving development maintenance of HM&E logistics technical data.
3. Working experience in the DOD material acquisition procedures.
4. Working knowledge of Naval Sea Systems Command, Naval Surface Warfare Center, naval shipyard, Supervisor of Shipbuilding, Conversion and Repair and Type Commanders' organizations. Working experience with these organizations is highly desirable.

2. SENIOR ENGINEER (Key Personnel) (At least one resume)

1. Bachelor's Degree in engineering (mechanical, electrical, electronics, or naval/marine engineering) from an accredited college or university or P.E. license.
2. Six (6) years experience in the design, testing, installation, maintenance and alteration of naval ship Hull, Mechanical, Electrical, Electronic, equipment and systems. Direct experience with developing, modifying and reviewing naval shipboard technical documentation is desired. Should include experience in all stages of the engineering process from initial design through production.
3. Experience in the Navy's material procurement procedures.
4. Working knowledge of Naval Sea Systems Command. Naval Surface Warfare Center, naval shipyard, Supervisor of Shipbuilding, Conversion and Repair and Type Commanders' organizations

3. ENGINEER (Key Personnel) (At least four resumes)

1. Bachelor's Degree in engineering (mechanical, electrical, electronics, marine, or naval/marine engineering) from an accredited college or university or P.E. license.
2. Four (4) years experience in the design, testing, installation and maintenance of naval ship Hull, Mechanical, Electrical, Electronic, Ordnance equipment and systems. Should include experience in all stages of the engineering process from initial design through production alterations. Direct experience with developing, modifying and reviewing naval shipboard technical documentation is desired.

4. PROJECT ENGINEER (Key Personnel) (At least one resume)

1. Engineering Degree or six (6) years experience managing engineering projects in lieu of Engineering Degree. This experience should not have been gained concurrently with the experience requirements listed in paragraphs (2) and (3) below.
2. Three (3) years experience in design, operation, maintenance, and testing of Naval Ships Hull and Deck Machinery Systems and Equipment; working knowledge of Navy data systems, and knowledge of Navy Procedures for establishing and maintaining equipment maintenance requirements. Direct experience with developing, modifying and reviewing naval shipboard technical documentation is desired.

3. One (1) year project engineering experience in maintenance, repair, testing, installation or alteration of naval ship systems is highly desirable.

5. SENIOR ENGINEERING TECHNICIAN (Key Personnel) (At least fifteen but no more than twenty resumes)

1. Graduate of high school, trade or industrial school or GED equivalent.
2. Six (6) years practical engineering experience which should include the operation, test, maintenance and repair of naval ship Hull, Mechanical, Electrical, Electronic, Ordnance equipment and systems.
3. Two (2) years experience in the preparation of original technical documentation involving the operation, maintenance or testing of naval ship Hull, Mechanical, Electrical, Electronic, equipment and systems is highly desirable.

6. LOGISTICIAN (Key Personnel) (At least four resumes)

1. Graduate of high school, trade or industrial school or GED equivalent.
2. Six (6) years experience of the Naval Logistics System that should include:
 - a. Experience in identifying material and logistic requirements for ship alteration and repair.
 - b. Experience with the Navy supply and procurement systems and procedures for requisitioning and purchasing material required to support ship alterations and repairs.
 - c. Experience in researching types and quantities of equipments allowed aboard ship, to include a minimum of one year experience in use of the Ship's Configuration and Logistic Support Control (SCLSC) database.

7. PROGRAM ANALYST (Key Personnel) (At least one resume)

1. Bachelor's Degree in Management Information Systems or a related field. The degree may be substituted with an A.A.S. degree and two (2) years experience as a Programmer in addition to the experience set forth in paragraph (2) below.
2. Two (2) years as a Program Analyst; experience should be in DOS/Windows or Unix Operating Systems.

8. PROGRAMMER (Key Personnel) (At least one resume)

1. Associate's Degree in Computer Science, Computer Programming or Computer Operating or minimum of four (4) years equivalent experience without degree.
2. Three (3) years experience in utilizing scientific programming skills with digital computer systems, information systems, data management or configuration control applications. Some experience should be in DOS/Windows or Unix operating systems.
3. Experience in using SGML/XML, IGES, CGM CALS Type IV and PDF is highly desirable.

SECTION 3 - PAST PERFORMANCE (Maximum length: 30 pp.)

The offeror's past performance and corporate experience as it relates to the scope of work of this solicitation will be evaluated by the Government. Past performance information will be used to evaluate a contractor's actions under previously awarded contracts. It may include the offeror's record of (1) conforming to specifications and standards

of good workmanship; (2) containing and forecasting costs on any previously performed cost reimbursable contracts; (3) administrative aspects of performance; (4) history for reasonable and cooperative behavior, and (5) commitment to customer satisfaction and business-like concern for interests of the customer.

Past Performance:

The Government intends to review the Contractor Performance Assessment Reporting System (CPARS) ratings of an offeror's performance of relevant contracts. In the event the Government cannot obtain adequate CPARS rating information regarding a particular offeror, the Government may review other relevant past performance information from sources other than those identified by the Offeror. General trends in a contractor's performance will also be considered. Additionally, when subcontractors perform significant parts of the effort, the past performance of the subcontractor may also be evaluated.

Each offeror has the opportunity to provide in its proposal any information regarding its past performance of contracts similar to the Government's requirement that it would like the Government to consider. Such information may be in the nature of additional information to that which the Government has readily available, or which has already been rated under the CPARS system, or which the offeror considers essential to the Government's evaluation or explanatory information of substandard or poor performance and the corrective actions taken to prevent a recurrence. The Government reserves the right to verify statements and representations made in an offeror's proposal. The offeror should demonstrate that, based on its past performance, it possesses the ability to successfully meet the requirements set forth in the Statement of Work contained in Section C.

Subcontracting Compliance:

Under this factor offerors shall provide information demonstrating their past performance in complying with the requirements of FAR Clause 52.219-8, entitled "Utilization of Small Business Concerns." This clause requires a contractor to provide maximum practicable subcontracting opportunities to small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business and women-owned small business concerns.

Under this factor offerors that represent themselves as a large business concern shall also provide information demonstrating their past performance in complying with the requirements of FAR Clause 52.219-9, entitled "Small Business Subcontracting Plan" and DFARS Clause 252.219-7003, entitled "Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DOD Contracts)." These clauses require a contractor to establish subcontracting goals for small business, veteran-owned small business, service disabled veteran-owned small business, HUBZone small business, small disadvantaged business and women-owned small business concerns for specific contracts.

SECTION 4 – CORPORATE EXPERIENCE (Maximum length: 8 pp.)

Offerors shall provide all relevant corporate experience for similar or related work under contracts currently being performed or completed during the last three (3) years. The offeror may include Federal, State and Local Government and private sector contracts. Offerors that represent newly formed entities, without prior contract experience, should identify previous contract and subcontract experience for all key personnel identified in the proposal.

The contractor shall provide the following information for each such contract:

1. Contract Number
2. Customer/Agency
3. Contracting Officer and Technical Point of Contact (names and phone numbers)
4. Description of Scope of Work
5. Contract Type
6. Contract Price
7. Total Labor-Hours of Effort

8. Period of Performance
9. Contract Deliverables

For each contract, the offeror shall provide a contract summary (a description overview of the contract not exceeding one-half page), a performance summary (on schedule, on cost) and a list of proposed key personnel who worked on the contract. In this factor offerors should also discuss their experience with the development and upgrading of shipboard technical data packages and technical documentation, technical data management and data protection, the nature and degree of the offeror's experience with OSS, Technical Manual, PMS and Supply Support for Hull, Mechanical and Electrical Equipment, experience in the use of IsoDraw, AdeptEditor, Arbortext, AutoCad, Content@ and Interleaf, or equivalent software programs, experience in using SGML/XML, IGES, CGM, CALS Type IV and PDF formats, and experience with the design, development, testing and support of technical data integration projects, such as JEDMICS, CMIS and CAD II.

Incomplete data may not be considered.

SECTION 5 – MANAGEMENT APPROACH (Maximum length: 50 pp.)

The offeror shall provide information on the methodology it intends to employ in performance under any resulting contract that demonstrates its understanding of the Statement of Work contained in Section C. This shall include information on its organization, allocation of resources, responsibilities assigned to major functional areas, the responsibilities of key personnel and policies, procedures, practices and quality assurance methods to perform and/or manage the services to be furnished. This may include, as appropriate, a subcontracting management plan. The offeror shall provide information demonstrating their approach and capability to be able to respond to workload fluctuations, detailed information on management reports and systems that it will use to monitor all aspects of performance, its training plan and ability to begin performance under any resulting contract in a timely manner.

(3) COST PROPOSAL

To assist the Government in determining cost reasonableness/realism for this effort, the offeror shall provide sufficient detailed cost information with the proposal to make this determination. In preparing the cost proposal, it is essential that the offeror breakout and identify separately for each year of the contract, the following types of cost elements listed below. The following is only an example of the various types of cost elements which may be applicable but not necessarily limited to:

Direct Labor Costs:

- (1) Information including the name, title, and actual hourly rate shall be provided by the Offeror for each individual proposed for the labor categories identified in Attachment (1). If the Offeror proposes direct labor rates based on a composite rate structure, then the Offeror shall clearly identify the individuals comprising the composite, their respective actual hourly rates, and method used to derive the composite rate.
- (2) If an Offeror's proposed labor category differs in name from those listed in Attachment (1), a chart shall be included which identifies how these categories correspond to the ones listed in the solicitation.
- (3) The Offeror shall identify any escalation rates utilized in the preparation of their cost proposal, and shall provide historical information pertaining to the actual escalation rate experienced over the past three (3) year period.
- (4) Offerors are reminded that the staff proposed in the technical proposal must be the same staff proposed in the cost proposal.
- (5) The Offeror shall provide a copy of the Employment Contract for any individual proposed who is not currently employed by the Offeror or subcontractor (if proposed).

Subcontracting Costs: The proposal shall include subcontract cost data in the same level of detail as provided for the offeror. Any subcontracting costs shall be supported. It is the Offeror's responsibility to ensure that this support

documentation is received by the Government within the timeframe (i.e. closing date) established for this instant solicitation.

Consultants: If applicable, provide a detailed listing of consultants expected to be used, rationale for selection and associated costs which are proposed for reimbursement. Include those items of costs associated with consultants (i.e. hours proposed, and hourly rate). A copy of the Consultant Agreement shall also be provided by the Offeror.

Indirect Rates: Offerors shall list the cost elements that comprise the overhead, general and administrative expenses, and the other indirect pools. All indirect rates shall be summarized. Offerors shall list proposed indirect rates, DCAA recommended rates, and historical actuals (audited and unaudited) for the past three years. If proposed rates reflect negotiated forward pricing rates, a copy of the current forward pricing rate agreement shall be provided. If the rates are not negotiated forward pricing rates, then the basis for the proposed rates shall be explained.

Facilities Capital Cost of Money: If this cost element is proposed, the offeror shall provide information pertaining to the derivation of the FCCOM costs (i.e. FCCOM factors and application bases).

Fee: Identify the fee rate and total amount proposed and identify the various cost elements for which the fee is being applied.

Support Costs: These costs reflect all other direct costs which are not labor costs. For proposal purposes, the not-to-exceed (NTE) amounts for the support costs (material, travel and computer usage) have been identified in Section B. Along with these costs, the Offeror may include a cost element associated with a G&A/handling rate associated with these costs. If a G&A/handling rate is proposed for these support costs, the Offeror shall identify these costs and their applicable rate as provided in Section B. Lastly, It should be noted that all support costs are non-fee bearing costs.

SECTION M Evaluation Factors for Award

CLAUSES INCORPORATED BY FULL TEXT

CAR-M02 AGENCY SPECIFIC PROVISION - EVALUATION OF PROPOSALS (AUG 1999) (NSWCCD)

(a) **General.** Careful, full and impartial consideration will be given to all offers received pursuant to this solicitation, and the evaluation will be applied in a similar manner. Factors against which offers will be evaluated (e.g., Technical Capability and Cost) are set forth below and parallel the solicitation response called for elsewhere herein.

(b) **Initial Evaluation of Offers.** An evaluation plan has been established to evaluate offers pursuant to the factors set forth in (g) below and all offers received will be evaluated by a team of Government personnel in accordance with the plan. All evaluation factors other than cost or price, when combined, are more important than cost or price.

(c) **Evaluation Approach.** The following evaluation approach will be used:

(1) *Technical Proposal.* The evaluators will prepare a narrative description and assign a point score for each technical evaluation factor. All evaluation factors other than cost or price will be combined into a merit rating of either outstanding, good, acceptable, marginal or unacceptable.

(2) *Cost or Price Proposal.*

(i) Although cost or price is not scored, numerically weighted, or combined with the other evaluation factors to establish a merit rating, it will be evaluated for magnitude and realism. The determination of the magnitude of the cost proposal will be based on the total of all proposed costs. Cost realism is a determination of the probable cost of performance for each offeror.

(ii) Proposals which are unrealistic in terms of technical or schedule commitments or unrealistically high or low in cost may be deemed reflective of an inherent lack of technical competence, or indicative of a failure to comprehend the complexity and risks of the proposed work, and may be grounds for rejection of the proposal. If the proposed contract requires the delivery of data, the quality of organization and writing reflected in the proposal will be considered to be an indication of the quality of organization and writing which would be prevalent in the proposed deliverable data. Subjective judgment on the part of the Government evaluators is implicit in the entire process. Throughout the evaluation, the Government will consider "correction potential" when a deficiency is identified.

(iii) In evaluating cost type offers, realism of the offeror's estimated cost will be considered. "Realism of Estimated Cost" is determined by reference to the costs which the offeror can reasonably be expected to incur in performance of the contract in accordance with the offer. Unrealistic personnel compensation rates (including issues regarding the applicability of uncompensated overtime) will be considered in the cost realism analysis and may be considered in the technical analysis which could reduce the technical score. The purpose of the evaluation is to: (1) verify the offeror's understanding of the requirements; (2) assess the degree to which the cost proposal reflects the approaches and/or risk that the offeror will provide the supplies or services at the proposed costs; and (3) assess the degree to which the cost included in the cost proposal accurately represents the effort described in the technical proposal. The proposed costs may be adjusted for purposes of evaluation based on the results of the cost realism evaluation. Unrealistic rates will be considered in the risk assessment and may result in a reduced technical score.

(d) *Competitive Acquisition Instructions.*

(1) If the provision FAR 52.215-1, "Instructions To Offerors--Competitive Acquisition" is included in Section L of this solicitation, the Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. However, the Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary.

(2) If the provision at FAR 52.215-1 is used with its Alternate I, the Government intends to evaluate proposals and award a contract after conducting discussions with offerors whose proposals have been determined to be in the competitive range.

(3) In either of the above two situations, if the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(e) **Discussion/Final Proposal Revisions.** The Contracting Officer shall indicate to, or discuss with, each offeror still being considered for award, significant weaknesses, deficiencies, and other aspects of its proposal (such as cost, price, technical approach, past performance, and terms and conditions) that could, in the opinion of the Contracting Officer, be altered or explained to enhance materially the proposal's potential for award. The scope and extent of discussions are a matter of Contracting Officer judgment. At the conclusion of discussions, each offeror still in the competitive range shall be given an opportunity to submit a final proposal revision. A final cut-off date for receipt of final proposal revisions will be established by the Contracting Officer.

(f) **Basis for Contract Award.** The basis for award of a contract(s) as a result of this solicitation will be an integrated assessment by the Contracting Officer of the results of the evaluation based on the evaluation factors and their importance as indicated below. The integrated assessment may include consideration of the strengths and weaknesses of the proposals, and, if deemed necessary by the Contracting Officer, consideration of various types of mathematical models comparing technical points and cost. Ultimately, the source selection decision will take into account the offeror's capability to meet the requirements of this solicitation on a timely and cost effective basis. The Government reserves such right of flexibility in conducting the evaluation as is necessary to assure placement of a contract in the Government's best interest. Accordingly, the Government may award any resulting contract to other than the lowest priced offeror, or other than the offeror with the highest evaluation rating.

(1) The contract(s) resulting from this solicitation will be awarded to the responsible offeror(s) whose offer, conforming to the solicitation, is determined most advantageous to the Government, cost and other factors considered.

(2) All evaluation factors other than cost or price, when combined, are more important than cost or price.

(g) **Evaluation Factors.** The evaluation factors and significant subfactors are listed below in both descending order and degree of relative importance.

Personnel
Past Performance
Corporate Experience
Management Approach